

***Inspector General of
Registration & Controller of Stamps***

***Maharashtra State
Pune***



Tender Number: D-3/eTender/AMC_DC_DR/Server

Date: 08 November 2017

**Request for Proposal
*AMC for DC-DR Equipment (Server)***

Table of Contents

1. Invitation for Tender	5
2. Schedule	6
3. Definitions.....	7
4. Introduction	9
4.1. Departmental Background	9
4.2. IGR Data Centers (DC-DR).....	9
5. Scope of Work	10
6. Service Level Agreements (SLA)	12
6.1. Service level Objectives	12
6.2. SLA definition, measurement and monitoring.....	12
7. Instructions to the Bidders	15
7.1. Language of Bid	15
7.2. Submission of Tender Offers	15
7.3. Method of Submission of Tender Form.....	15
7.4. Late Tender Offers	15
7.5. Costs & Currency.....	15
7.6. Offer validity period.....	16
7.7. Pre-bid conference.....	16
7.8. Right to Alter Items	16
7.9. Modification and Withdrawal of Bids.....	16
7.10. Clarification of Offers.....	16
7.11. Amendment of bidding document.....	16
7.12. Earnest Money Deposit (EMD)	17
7.13. Performance Bank Guarantee.....	17
7.14. Erasures or Alternations and Signing of Tenders Offers.....	17
7.15. Confidentiality	18
7.16. Preliminary Scrutiny.....	19
7.17. Deciding Award of Contract.....	19
7.18. No commitment to accept lowest or any tender	19
7.19. Address for Bid Submission and Correspondence	19
7.20. Rejection Criteria.....	20
7.21. Conditional Offers by the bidders.....	21
10. Special Instructions to the Bidders	21
11. Qualification Criteria & Bid Evaluation	22

11.1.	Pre-Qualification Criteria	22
11.2.	Technical Bid	23
11.3.	Commercial Bid	23
11.4.	Final Evaluation.....	24
11.5.	Contract Award Criteria.....	24
12.	Terms and Condition Governing the Contract	26
11.1.	Signing of Contract	26
11.2.	Transfer & Sub - Letting	26
11.3.	Completeness of Contract.....	26
11.4.	Suspension & Cancellation of Contract	26
11.5.	Amendment in Contract	27
11.6.	Corrupt or Fraudulent Practices	27
11.7.	Resolution of Disputes.....	28
11.8.	Interpretation of the clauses in the Tender Document	28
11.9.	Legal Jurisdiction	28
11.10.	Publicity	29
11.11.	Evaluation Committee	29
11.12.	Force Majeure	29
11.13.	Risk Purchase.....	30
11.14.	Indemnity.....	30
11.15.	Performance Obligations	30
11.16.	Intellectual Property Rights.....	31
11.17.	Failure to agree with the terms & conditions of the tender	31
11.18.	Limitation of Successful bidder's Liability towards the Purchaser	31
11.19.	Pre-mature self-exit by Vendor	32
11.20.	Exit Management.....	32
12.	Payment Terms & Schedule	34
13.	Annexures	35
	Annexure A: Details of IGR DC-DR Hardware Equipment	35
	Annexure B: Clarification seeking format.....	37
	Annexure C: Documents for Pre-Qualification Criteria.....	38
	PQ_4: Self Declaration – No Blacklisting	38
	PQ_5: Bidders Annual turnover for last 3 financial years (2014-15, 2015-16, 2016-17)	39
	PQ_6: Declaration of Net Worth of the bidding company	40
	PQ_7: Details of similar work undertaken	41
	PQ_8: Authorization Certificate from OEM.....	42

PQ_9: 43

Annexure D: Technical Bid Document Format..... 44

 TQ_1: Technical Proposal Covering Letter..... 45

 TQ_2: Authority Letter 46

Annexure E: Commercial Bid Format..... 47

 CQ_1: Commercial Proposal Covering Letter..... 48

 CQ_2: Price Summary 50

Annexure F: Security Deposit / Performance Bank Guarantee Form (PBG) 52

Annexure G: Draft Non-Disclosure Agreement 54

1. INVITATION FOR TENDER

To:

The Prospective Bidders

The Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune invites (also referred to as “Purchaser” in this document) offers (Technical and Commercial) for this tender. For the procurement process, the bidders shall follow the procedure described on e-Tendering website (<http://mahatenders.gov.in/nicgep/app>). For further details about the e-Tendering procedure and its requirements, refer manual available on the e-Tendering website.

The tender document will be available on e-Tendering website and may be downloaded by the interested bidders. The bidders are required to submit the tender fee and EMD online on or before the last date of bid submission through e-tendering website (<http://mahatenders.gov.in/nicgep/app>) without which bid shall be considered incomplete & non responsive and hence shall not be considered for evaluation. The tender fee shall be non-refundable.

The purchaser reserves the right to accept or reject or cancel any bid or relax any part of the tender document without assigning any reason thereof. All the work, under the scope of this tender, will be on rate discovered through the tender. Important information about the bid is given in section 2- SCHEDULE

Sd/-

**Inspector General of Registration &
Controller of Stamps, Maharashtra State,
Pune**

2. SCHEDULE

#	Events	Date/Place/Time
1.	Tender Reference No:	D-3/eTender/AMC_DC_DR/Server
2.	Tender Fee	Rs.1,000/- (One thousand only)
3.	Earnest Money Deposit (EMD)	Rs.1,00,000 (Rupees One Lakh Only)
4.	e-Tendering Website	http://mahatenders.gov.in/nicgep/app
5.	Date of tender issue	08 November 2017
6.	Last Date for Submission of Pre-Bid Queries	13 November 2017 (only by email at dig.it@igrmaharashtra.gov.in)
7.	Date, Time & Place of Pre-Bid Conference	15 November 2017, 11:00 am Office of the Inspector General of Registration & Controller of Stamps, M.S., Pune, New Administrative Building, Ground Floor, Opp. Council Hall, Pune-411 001.
8.	Last Date, Time and Place for submission of Bids	22 November 2017, till 02:00 pm through eTendering portal
9.	Period of Bid Validity	120 days from the date fixed for submission of Bids, which can be extended, if required.
10.	Date, Time and Place of opening of the Pre-qualification Proposals	23 November 2017 at 03:00 pm through eTendering portal Office of the Inspector General of Registration & Controller of Stamps, M.S., Pune, New Administrative Building, Ground Floor, Opp. Council Hall, Pune-411 001.
11.	Date, Time and Place of opening of the Commercial Proposals	Date and time shall be communicated after opening of pre-qualifications proposals.
12.	Contact Person	Ms. Supriya Karmarkar DIG (IT), IGR Department. Ph:02026123826 Fax:02026129949 Email Id: dig.it@igrmaharashtra.gov.in

Table 1

3. DEFINITIONS

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- **"Contract"** means an agreement entered into by the Purchaser with the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein
- **"Contract Price"** means the price payable to the Vendor under the contract for the full and proper Performance of its contractual obligations
- **"Eligible Bidder"** means bidder satisfying qualifying criteria
- **"EMD"** means Earnest Money Deposit
- **"e-Tendering System"** means the Government of Maharashtra's electronic tendering system listed at <http://mahatenders.gov.in/nicgep/app>
- **"IGR"** means Inspector General of Registration & Controller of Stamps
- **"IGRO"** means Office of the Inspector General of Registration & Controller of Stamps.
- **"Non-compliance"** means failure/refusal to comply the terms and conditions of the tender
- **"Non-responsive"** means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms/Pro-forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee or EMD.
- **"Purchaser"** means Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune
- **"Services"** means services to be provided as per the requirement mentioned in the scope of work
- **"Vendor" or "Selected Bidder" or "Successful Bidder"** means the successful bidder with whom the Purchaser enters into an agreement.
- **"Day"** means calendar day
- **"INR"** means Indian Rupee
- **"FAQ"** refers to Frequently Asked Question
- **"PAN"** means Permanent Account Number
- **"Total Monthly Payment"** refer to monthly payment made to the vendor as per agreed commercial and terms & conditions of the RFP
- **"Department"** refer to the Department of Registration & Stamps, Maharashtra
- **"Maintenance"** means
 - Taking care of the machine
 - Changing the faulty parts immediately and then claiming it with the original supplier as per warranty terms (In case of any replacement of parts, the selected bidder should do it in consultation of supplier/OEM)
 - Locate the technical faults and escalate it to the original supplier immediately. The bidder should abide by the terms and conditions of the supplier contract.

- Housekeeping of all hardware
- Other tasks required to keep the system functional
- **“Qualified bidder”** refers to bidder satisfying pre-qualification criteria.
- **“Qualified bid”** refer to bid of qualified bidder.
- **“TEC”** refer to Technical Evaluation Committee

4. INTRODUCTION

Government of Maharashtra has been a pioneer in promotion of ICT and e-Governance in India. Maharashtra is one of the leading states in the area of e-Governance in the country.

The Department of Registration and Stamps has been the front-runner in providing information regarding its services to the citizens of the state. In order to ensure the seamless operations and 100% business continuity for department of IGR, it is essential that respective operations at DC, DR and NDR are sustainable, long term and running at their best performance. The hardware installation and procurement of software licenses were previously done in year 2012 and is now approaching to its end-of-warranty.

4.1. Departmental Background

The Department of Registration and Stamps looks after registration of documents and recovery of stamp duty. A set procedure of registration and collection of stamp duty is laid down as per the Registration Act, 1908 and Maharashtra Stamp Act, 1958 respectively.

The main functions performed by the department are:

- Registration of documents
- Preservation of the registration documents
- Collection of Stamp Duty

The Department of Registration and Stamps has a vast expanse in the state of Maharashtra and is the 2nd highest revenue earning department for the Government of Maharashtra. The department provides services through more than 500 offices in the State of Maharashtra. Department has fully computerised its Registration process. For this every Sub Registrar Office (SRO) is equipped with PCs, Printers, Scanners, Bio-Metric device, Barcode Reader and Web Camera. For Power back up, UPS is provided to all SROs. This computerisation project is called as iSARITA (Integrated Stamps and Registration Information Technology Application).

4.2. IGR Data Centers (DC-DR)

The DC-DR facility of the state has been providing the following services to facilitate application hosting at SDC & NDC:

- Physical Infrastructure for hosting the IGR servers
- UPS and Power back-up
- Security - physical Security and Common Firewall
- Monitoring & Management to the extent of informing the department in the event of server or sub-system failure
- Power, cooling & other basic infrastructure requirement

This RFP intends to select an agency for providing AMC for DC-DR Equipment as per the scope of work and terms & conditions described in the following sections.

5. SCOPE OF WORK

The successful bidder or vendor shall provide AMC of following hardware & software deployed at IGR Data Centers for the period mentioned in Special Terms & Condition. The IGR data Centers are located at three locations in Maharashtra (2 in Mumbai & 1 in Pune). The details of the same are available in Annexure-A:

1. Servers

The vendor is envisaged to meet the uptime requirement of hardware contracted for so as to ensure smooth and continuous operations of IGR Data Centers. The successful bidder shall be liable to perform following works:

Responsibilities of vendor include following but not limited to:

1. Maintain and service all the servers of IGR Data Centers as indicated in Annexure-A.
2. Testing of equipment for the servers errors as and when required.
3. Replace faulty hardware modules or components, as and when required, for trouble free operation of IGR Data Centers' equipment.
4. The vendor shall be liable to provide trained/ qualified service engineers to perform Maintenance of the servers of IGR Data Centers
5. During the contract period, all the parts of the hardware shall be considered non-consumable and vendor shall have to maintain all such parts at no extra cost whenever required.
6. Besides service/maintenance of Hardware, System Software and all driver software up-gradation, installing patches and services shall also be provided at no extra cost.
7. The vendor should fulfil the following conditions during the contract period:
 - a. Vendor will maintain enough spares in Maharashtra (not less than 10%) so as to provide satisfactory on-site maintenance services during the contract period. The Vendor will indicate the level of spares, which will be stored by them in Maharashtra for providing services to IGR. Vendor will also provide a status report every six months through e-mail to IGR about the support related complaints lodged by different users and availability of spares at the vendor warehouse.
 - b. Vendor would provide the 24x7 helpdesk support services through direct phone number (besides toll free number) & e-mail, where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which user should be able to track the action taken on his complaint through a support portal.
 - c. Vendor shall visit each site at least once in every three months to carryout preventive maintenance and fine-tune the performance of the system besides regular service calls during contract period.

- d. Vendors shall attend the complaints lodged by the User during the contract period. In case of default by the vendor, penalty will be imposed as specified in the succeeding sections.
8. Payment against all new parts (in case of replacement of faulty parts) would be made on actual basis.

6. SERVICE LEVEL AGREEMENTS (SLA)

6.1. Service level Objectives

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the vendor for the duration of this contract. SLA defines the terms of the successful bidder's responsibility in ensuring the timely services based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by the purchaser in the Service Level Agreement with Successful bidder.

The vendor has to comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality and availability of services.

6.2. SLA definition, measurement and monitoring

SLA Definition

Definition of Related Service Levels and Severity

Level	Severity	Definition
Level 1	Low	This is defined as a non-disruption event to the IGR Operations attributable to the Vendor. All IGR Applications/Websites (hosted/published through the hardware) would be working and there wouldn't be any performance related issue.
Level 2	Medium	This is defined as a minor disruption event to the IGR Operations attributable to the Vendor. All IGR Applications/Websites (hosted/published through the hardware) would be working, however there might be some performance related issues in any of the departmental application.
Level 3	High	This would be defined as a major disruption event to the IGR Operations attributable to the Vendor. One or more IGR Applications/Websites (hosted/published through the hardware) not be working or more than 1 application is facing performance issues.

Table 2

Service Level Agreements (SLA) and Targets

- 1. Response Time to Trouble Ticket**-This is the time within which the vendor shall be required to respond after the Trouble Ticket (TT) has been raised. The vendor shall have to perform the required diagnosis of the TT and update the TT within this time. This shall be calculated from the time the TT is raised till the time the TT is updated after necessary diagnosis by the vendor.

2. **Time to Resolve Trouble Ticket-** This is the time within which the vendor shall be required to rectify the fault/issue in the hardware and bring the system in fully functional condition. Total time to resolve the issue shall be inclusive of the Response Time mentioned above. This shall be calculated from the time the TT is raised till the time the TT is closed by the vendor after necessary fault repair.

Category	Target	Penalty	Penalty Cap
Response Time to Trouble Ticket	For Low Severity: 4 Hours For Medium Severity: 3 Hours For High Severity: 2 Hours	For Low Severity: 0.1% of Quarterly Cost for every additional 2 Hours or part thereof For Medium Severity: 0.1% of Quarterly Cost for every additional 1 Hour or part thereof For High Severity: 0.1% of Quarterly Cost for every additional 30 mins or part thereof	10% of Contract value
Time to Resolve Trouble Ticket	For Low Severity: 36 Hours For Medium Severity: 24 Hours For High Severity: 12 Hours	For Low Severity: 0.2% of Quarterly Cost for every additional 2 Hours or part thereof For Medium Severity: 0.2% Quarterly Cost for every additional 1 Hour or part thereof For High Severity: 0.2% of Quarterly Cost for every additional 30 mins or part thereof	10% of Contract value
Uptime-Monthly	>=98%	1% of Quarterly Cost for every additional 1 Hour or part thereof	10% of Contract value

Table 3

Where:

- a. **Monthly Uptime:** $[1 - (\text{Total Downtime in the month} / \text{Total time in the month})] * 100$
 - b. **Downtime:** It is the duration (in hours) for which the services to citizen, is not available and excludes the scheduled outages planned in advance for maintenance. It shall be calculated from the time of issue reporting to the resolution of issue.
 - c. **Total Time:** It is the duration (in hours) calculated from the beginning of a month to the end of the month excluding the scheduled outages planned in advance for maintenance activities (if any).
3. SLAs and respective penalties (if any) would be calculated on monthly basis as per the rate mentioned in table 3 above.

4. If the server(s) are down due to failure of blade enclosure then penalty will be applicable on value of complete systems (Enclosure & total installed blade devices)
5. Vendor shall visit each site at least once in every three months to carryout preventive maintenance and fine-tune the performance of the system besides regular service calls during contract period.
6. During Ticket resolution/preventive maintenance, if it is required to change the faulty part(s) in hardware then vendor should take prior permission from the Purchaser before replacing it with new spare part.

**Purchaser reserves the right to waive off any penalty or part of the penalty if non-compliance of agreed terms & conditions is due to genuine and unforeseeable reason. Vendor need to submit a detailed presentation for claiming any such waiver.*

7. INSTRUCTIONS TO THE BIDDERS

7.1. Language of Bid

- The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English language only.
- Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation in English language and in such a case, for purpose of interpretation of the bid, the translation shall govern.

7.2. Submission of Tender Offers

- Tender offers shall be received by the purchaser through the e-Tendering system before the date and time specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.
- The purchaser may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Tendering system. *Note: Telex, cable or facsimile offers shall be rejected*

7.3. Method of Submission of Tender Form

- The two bids system shall be followed i.e. Technical and Commercial Offers should be uploaded separately through the e-Tendering system.
 1. The Technical Bid should be submitted separately at the place as earmarked for it on e-tendering website.
 2. The Commercial Bid should be submitted separately at the place as earmarked for it on e-tendering website. If the Commercial Bid is not submitted separately, this will constitute grounds for declaring the Bid non-responsive.
- The EMD and Tender Fee have to be submitted online through e-tendering website. The Purchaser shall not be responsible for delayed payment. This circumstance may be case for Bid rejection.

7.4. Late Tender Offers

Late submission will not be entertained and will not be permitted by the e-Tendering system.

7.5. Costs & Currency

- The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason what so ever will be allowed. In case any

abbreviations used, the necessary glossary should also be provided by the vendor in their proposal (e.g. Cr.- Crore, 10L- 10 Lacs, etc.).

7.6. Offer validity period

The tender offer must be valid for 120 days from the date of opening of the tender. However Inspector General of Registration & Controller of Stamps, M.S., Pune may extend this period for another 60 days on the same terms and conditions.

7.7. Pre-bid conference

- A Pre-Bid conference of all the interested bidders will be held at the scheduled date and time as given in section 2 of this document.
- The bidders will have to submit their queries in the online form available on the e-Tendering system and also through email in the format of Annexure B.
- The problems of general nature will be entertained during the pre-bid meeting. Any change decided in the pre-bid shall be uploaded on the e-Tendering system as corrigendum. This will form a part of this bid document.

7.8. Right to Alter Items

The Purchaser reserves the right to include or exclude any tender item(s), and also the Purchaser reserves the right to make change in specifications of any items.

7.9. Modification and Withdrawal of Bids

- The Bidder may modify its bid submitted online. However, withdrawal of original offer will not be allowed. Hence Tender fee and EMD once submitted to Purchaser shall not be refunded in any case.
- No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers.
- If date of submission is extended due to some reasons, modification in offer is possible till extended period provided bid has not been opened.

7.10. Clarification of Offers

- To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. However, in such cases, original copy of the technical clarifications shall be sent to the Purchaser through courier or in person. The request for such clarifications and the response shall be in writing.

7.11. Amendment of bidding document

- At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether on its own initiative or in response to the request for clarification by a prospective bidder, modify the bidding documents.
- All prospective bidders who have attended the pre-bid conference/purchased the bidding documents will be notified of the amendment as a corrigendum and/or addendum to the RFP through email or as a publication on the e-Tendering website.
- In order to allow prospective bidders reasonable time to take into the consideration the amendments while preparing their bids, the purchaser at its discretion may extend the deadline for the submission of bids.
- The purchaser reserves the right to make any kind of amendments in the operational terms of the tender that they feel is required even after opening of technical bid of the tender.

7.12. Earnest Money Deposit (EMD)

- EMD of Rs. 1,00,000 (Rupees One Lakh) only should be deposited online as per instructions of e-tendering website.
- EMD of all the unsuccessful bidders will be refunded as promptly as possible after the decision of the commercial bid is taken. EMD of the successful bidder will be discharged only after the completion of the contract papers.
- EMD shall be forfeited in the following cases:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract or to furnish the performance security.
- Bidders who are registered under Micro Small and Medium Enterprise Development Act-2006 are exempted from payment of EMD & Tender Fee. Scanned copy of valid registration should be uploaded/ attached, failing which Tender will be rejected

7.13. Performance Bank Guarantee

- The successful bidder shall at his own expense deposit with department an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled/ Nationalized Bank for 10% of Total Commercial Value/contract value at the time of signing of contract. Format of PBG is as mentioned in Annexure-F. The validity of Performance Bank Guarantee should be for contract period and six months from the date of issue of work order.
- The indicative conditions in which the PBG of the successful bidder may be forfeited are:
 - If it fails to deploy manpower on time as per SLA
 - Non-Compliance with the terms and conditions of RFP
 - The total penalty is more than amount payable
 - Any other non-performance on the part of vendor observed by purchaser

7.14. Erasures or Alternations and Signing of Tenders Offers

- The original Tender Offer shall be signed by the Bidder or a person or persons duly authorized. Such authorization shall be indicated by power-of-attorney/authorization letter accompanying the tender offer.
- The Tender documents submitted should not contain any interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in that case such corrections shall be initialled by the person or persons signing the offer.

7.15. Confidentiality

- As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information.
- It is the express intent of the purchaser that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the purchaser.
- The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
- At all times during the performance of the Services, the bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof. The obligations of confidentiality under this section shall survive rejection, expiry or termination of the contract.
- In preliminary Scrutiny prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this Clause, a substantially responsive bid is one, which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The Purchaser’s determination of an offer’s responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.
- The purchaser will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. The Purchaser will short-list technically qualified bidders based on compliance of the pre-qualification criteria.

- The IGR, M.S reserves the right to waive any minor infirmity or irregularity in the tender offer on recommendation of the Tender Evaluation Committee, if IGR finds, it is in the interest of the Government. The decision in these regards of the IGR, M.S will be final and binding on all Bidders.

7.16. Preliminary Scrutiny

- The purchaser will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc.
- The Inspector General of Registration & Controller of Stamps, Maharashtra reserves the right to waive any minor irregularity in the tender offer on recommendation of the committee, if found, it is in the interest of the Department. The decision in these regards of the Inspector General of Registration & Controller of Stamps, Maharashtra will be final and binding on all Bidders.

7.17. Deciding Award of Contract

- The Purchaser reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Commercial Proposal. The Bidder shall furnish the required information to Purchaser and its appointed representative on the date asked for, at no cost to the Purchaser. The Purchaser may at its discretion, visit the office of the Bidder any time before the issue of Letter of Award.
- The Purchaser shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. The Purchaser shall simultaneously notify those Bidders who had qualified the Evaluation process as described in this Tender Document, informing the date and time set for opening of Commercial Proposals. The notification may be sent by email or publication on e-Tendering Website.
- The bidder's names, the Proposal Prices and such other details as the Tendering Authority may consider appropriate, will be announced and recorded by the Purchaser at the opening.

7.18. No commitment to accept lowest or any tender

- The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason therefore.
- The Purchaser reserves the right to make changes in terms and conditions of the tender. The Purchaser will not be obliged to meet and have discussions with any of the Bidder and / or to give a hearing on their representations.

7.19. Address for Bid Submission and Correspondence

Mrs. Supriya Karmarkar,

Deputy Inspector General- IT,
Office of the Inspector General of Registration & Controller of Stamps, M.S., Pune,
New Administrative Building, Ground Floor,
Opp. Council Hall, Pune - 411 001

7.20. Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

General Rejection Criteria

- a. Conditional Bids;
- b. If the information provided by the Bidder is found to be incorrect/ misleading/fraudulent at any stage/time during the Tendering Process;
- c. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- d. Bids received after the prescribed time & date for receipt of bids;
- e. Bids without signature of person (s) duly authorized on required pages of the bid;
- f. Bids without power of attorney/ board resolution.

Pre-Qualification Rejection Criteria

- a. Bidders not complying with the Eligibility Criteria given in this RFP
- b. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- c. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect;

Technical Rejection Criteria

- a. Technical Bid containing commercial details;
- b. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- c. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect;
- d. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder;
- e. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents;
- f. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender;

Commercial Rejection Criteria

- a. Incomplete Price Bid;
- b. Price Bids that do not conform to the Tender's price bid format;
- c. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
- d. If there is an arithmetic discrepancy in the commercial bid calculations, the Evaluation Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

7.21. Conditional Offers by the bidders

The selected bidder should abide by all Terms and Conditions specified in the RFP Document. Conditional offers shall be liable for disqualification.

10. SPECIAL INSTRUCTIONS TO THE BIDDERS

1. Bidder should be an Authorized service partner of the OEM and Authorization Letter from OEM in this case, HP enterprise, is a must.
2. The bidder should have Service Support Office in Maharashtra.

3. Period of Service:

The successful bidder or vendor should provide AMC for 6 months from the Expiry of Warranty (Warrant End Date (WED as mentioned in Annexure-A)).

4. After expiry of the AMC contract, the purchaser has option to extend the AMC contract/services for one/two additional quarter(s). If the purchaser wants to extend the services, the vendor should be ready to sign AMC at a rate & terms finalized through this Tender.
5. At any point of time during the contract period, If DC would be converted to DR and vice versa, the vendor should continue his services for IGR Data Centers at no extra cost to the purchaser.
6. In case of shifting of any hardware mentioned in this tender (among IGR Data Centers), the vendor should continue his services for those hardware at no extra cost to the purchaser.
7. Bidder must ensure submission of back to back legally enforceable support agreement with the OEM for the hardware, along with serial number before signing of the contract with the Purchaser.

11. QUALIFICATION CRITERIA & BID EVALUATION

11.1. Pre-Qualification Criteria

#	Pre-Qualification Criteria	Proof Document Required	PDF file name to be uploaded by the bidder
1.	Bidder must be a Public/ Private Limited Company registered in India under the Companies Act, 1956 <i>Note: JV/ Consortium is not allowed</i>	Certificate of Incorporation/ Registration Certificate	PQ_1
2.	Bidder should have minimum 5 (Five) years of experience for supply & maintenance server and related support services	1. Certificate/ Declaration from the Authorised Signatory on company's letter head 2. PO/Contract copy of relevant assignments establishing required experience	PQ_2
3.	Bidder should have valid GST registration and must be registered with Income Tax Department of the Government	1. Copy of GST Registration certificate 2. Copy of PAN Card	PQ_3
4.	Bidder should not have been blacklisted by Central Government, any State Government, Union Territory, PSU or Corporation in India at the time of bid submission	Self-Declaration as per the format given in the tender document	PQ_4
5.	Bidder's Annual turnover from IT Services should be more than Rs. 3 crore (Rupees Three Crore), in each of the last 3 financial years (FY 2014-15, FY 2015-16, and FY 2016-17) Where: IT Services may be read as supply & maintenance of data center hardware which includes but not limited to server, storage & network switches. <i>Note: The turnover refers to the company responding to this tender and not the composite turnover of its subsidiaries/sister concerns etc. (quote value in Rs. Crore)</i>	1. Statement of Bidder's Annual Turnover (Overall & from IT Services) signed by Authorized signatory as per format given in the tender document 2. Copy of the audited Balance Sheet or P & L statements (last 3 financial years) 3. CA Certificate, clearly mentioning turnover from IT services	PQ_5
6.	Bidder must have positive net worth	Financial Statement of the	PQ_6

	as on 31.07.2017	company and a certificate to this effect from a Chartered Accountant	
7.	Bidder should have executed at least (3) three orders of IT Facility Management Service/AMC, costing not less than Rs.50 Lakhs combined in last five years in Public Sector Companies, Public Sector Banks, Central/ State Government Departments. Each of the orders must include server and related support services not less than Rs.10 Lakhs combined.	1. Work Order/Contract Copy of the relevant assignments 2. Details from the bidder for each order as per format given in the tender document	PQ_7
8.	The bidder should be OEM's Authorised Distributor & Service Provider	Authorization Certificate from OEM as per the format given in the tender document	PQ_8
9.	The bidder should have Service Support Office in Maharashtra	Undertaking from the bidder as per the format given in the tender document, along with the details of the service Center such as addresses/ Tel. No. /Fax. No./ E-Mail	PQ_9

Table 4

11.2. Technical Bid

During technical bid preparation, the bidder is required to strictly adhere to the technical bid format provided in this document. The format for the same has been detailed in the *Annexure D – “Technical Bid Document Format”*.

The Technical Bid should contain the following details:

Technical Proposal Covering Letter

Authority Letter

Tender Fees (attach the copies of payments made online on e-Tendering portal)

EMD (attach the copies of payments made online on e-Tendering portal)

Documents for Pre-Qualification Criteria

11.3. Commercial Bid

Bidder shall submit their prices as per the format mentioned in Annexure-E.

The bidder should take care that rate mentioned sufficiently covers the expenses that the

bidder shall incur for the project as mentioned in the scope of work.

11.4. Final Evaluation

The Department of Registration and Stamps, Maharashtra will evaluate the bids i.e. technical and commercial as per the following pattern:

- a. Tender Evaluation Committee (TEC) formed by department will evaluate both technical & commercial bids.
- b. Tender Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- c. Conditional bids shall be summarily rejected. The bidder should quote only one price.
- d. Technical Bids received without bid processing fee and bid security amount shall be rejected.
- e. The Department of Registration and Stamps, Maharashtra may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- f. Further, the scope of the evaluation committee also covers taking of any decision with regard to the Tender Document, execution/implementation of the project including management period.
- g. The bids shall be opened in two stages. On the opening of tender only Technical bids shall be opened.
- h. Subsequently, the Financial-Part of those bids which are found to be techno-commercially responsive shall be opened during another Tender Opening Event (TOE). The date of opening of financial bids shall be intimated to the bidders later.
- i. The Technical Bid will be evaluated for determining the eligibility of the Bidder w.r.t. Eligibility Criteria and to ascertain compliance of the Technical Bids with the bid terms and conditions, technical requirements/technical solution proposed and Schedule of Requirements as defined in this RFP.
- j. Evaluation of Financial Bids**
 - a) The tender will be evaluated as a package of all the items in Price Schedule including AMC for 1 year.
 - b) The bids in ascending order of quoted price calculated and shall be termed as L1, L2, L3 etc. for the purpose of evaluation.
 - c) The bid with lowest price will be shall be L1.
 - d) In case the quoted price of two or more bids is found to be the lowest, the bid shall be awarded to bidder with higher average annual turnover for last 3 financial years

11.5. Contract Award Criteria

- Contract would be awarded to bidder declared as L1. If L1 fails to deliver as per terms and conditions of RFP, then L2 (and in the same order of L2, L3, L4....) shall be invited to take the order at L1 or L2 price.

- If nobody is ready to take the order in above process, then L2 (and in the same order of L2, L3, L4....) shall again be invited to take the order at its quoted price.

12. TERMS AND CONDITION GOVERNING THE CONTRACT

11.1. Signing of Contract

- Bidder who has emerged as L1 bidder as per section 10.6 'Final Evaluation' and section 10.7 'Contract Award Criteria' will be given letter of intent from IGR.
- The successful Bidder shall execute an agreement of contract within 7 days of issue of letter of intent from IGR. In exceptional circumstances, on request of the successful bidder in writing for extension, The Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune reserves the right to grant an extension for signing of contracts after being satisfied with the reasons given.
- In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP as well as terms & conditions in corrigenda and addendum to the RFP will also be applicable for the contract.
- At the time of signing the contract agreement, the successful bidder shall submit Security Deposit for required amount in the form of Bank Guarantee drawn on any Scheduled/Nationalized Bank in favor of The Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune in Annexure-F. Without this agreement will not be executed.
- Immediately after signing of contract agreement, work order will be issued to successful bidder.
- On failure of execution of the agreement by the successful bidder, all EMDs furnished will be forfeited.

11.2. Transfer & Sub - Letting

No outsourcing of work would be allowed in the project. All the staff provided by vendor should be strictly on payroll of vendor. Contract shall be liable for termination if vendor found flouting this condition.

11.3. Completeness of Contract

The contract will be deemed as incomplete if any part of the work under this project is not complete as per the terms and conditions of this tender or not acceptable to the department.

11.4. Suspension & Cancellation of Contract

- The contract of the bidder shall be suspended and the bidder may be blacklisted forthwith by the IGR without issuing notice on any of the following circumstances/reasons:
 - Violation of any condition of the tender/ contract or part of any condition of the tender contract of tender/contract, or
 - Substantial deviation found in quality of work done.

- If it is found that during the process of award of contract, fraudulence was made by the bidder or the selected bidder.
- As stopping the services and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Department of Registration and Stamps, M.S. Pune, the Contract of the concerned will be first suspended without issuing any notice. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the bidder is found guilty, the Contract of the concerned bidder for the services in question will be cancelled and other appropriate legal action shall also be initiated against all concerned.
- The decision of the Inspector General of Registrar and controller of Stamps, M.S., Pune shall be final and binding.
- The vendor will allow purchaser or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered.
- To the extent that any Transfer Regulation does not apply to any of the vendor, the department or its nominated agencies or its replacement vendor may make an offer of employment or contract for services to such employee of the vendor and the vendor shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the department or its nominated agencies or any replacement vendor.

11.5. Amendment in Contract

No provision of Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of all the parties and which expressly states to amend the present Contract.

11.6. Corrupt or Fraudulent Practices

- The Purchaser requires that the Bidders under this tender and the successful bidder selected for executing the project should observe the highest standards of ethics during the tendering process or execution of the project. In pursuance of this policy, the Purchaser defines the terms set forth as follows:
 - **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract.;
 - **“Fraudulent practice”** means a misrepresentation of facts in order to influence award of contract or an execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;

- In the event of corrupt practice and fraudulence, in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- The Purchaser will suspend the award of contract if prima-facie it is established that the selected bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Purchaser will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

11.7. Resolution of Disputes

- The matter regarding any dispute shall first be sorted out at the level of Inspector General of Registration.
- Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through mutual negotiations or at the level of IGR, 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 to the other of existence of such dispute, then the Arbitrator shall be the Secretary (R & R), Government of Maharashtra. The provisions of the Arbitration 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 Pune/Mumbai, Maharashtra, India.

11.8. Interpretation of the clauses in the Tender Document

- In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the Tender Evaluation Committee interpretation of the clauses shall be final and binding on the bidder.
- The decision taken by the Evaluation committee in the process of Tender evaluation will be full and final. The committee has been authorized to work as competent and final decision making authority as far as this tender is concerned.

11.9. Legal Jurisdiction

This contract will be governed by the Indian Laws and the disputes not resolved at the arbitration level will be subjected to jurisdiction to Courts in Pune only.

11.10. Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.

11.11. Evaluation Committee

Tender Evaluation Committee (TEC) (also referred to as “Evaluation Committee”) constituted by the IGR (M.S.), Pune shall evaluate the tenders. The decision of the Evaluation Committee in the evaluation of the **Technical** and **Commercial** bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.

- a. *The evaluation done by evaluation committee will be final and binding on the bidders.*
- b. *A substantially responsive bid is one, which conforms to the requirements, terms, conditions and specifications of the Request for Proposal without material deviation. A material deviation is one which affects in any substantial way the functionality, scope, quality, or performance of the deliverables, or which limits in any substantial way, inconsistent with the RFP, IGR-Pune rights or the Bidder's obligations for performance of the project and the rectification of which deviation would affect unfairly the competitive position of other bidders presenting substantially responsive bids.*
- c. *Evaluation committee will examine the bids to determine whether they are complete, whether any computational error has been made and whether the bids are generally in order.*

11.12. Force Majeure

- Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
- The bidder shall not be liable for penalty, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
- For purposes of this clause, “Force Majeure” means an event beyond the control of the bidder and not involving the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on IGR (M.S.), Pune.
- If a Force Majeure situation arises, the bidder shall promptly notify IGR (M.S.), Pune in writing of such conditions and the cause thereof. Unless otherwise directed by IGR (M.S.),

Pune, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
 - a. Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing
 - b. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
 - Any event or circumstance of a nature analogous to any of the foregoing

11.13. Risk Purchase

In case the successful bidder fails to execute the project as stipulated in the delivery schedule; IGR (M.S.), Pune reserves the right to procure the similar services from alternate sources at the risk, cost and responsibility of the successful bidder.

11.14. Indemnity

The successful bidder shall indemnify, protect and save IGR (M.S.), Pune against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components (like system software, software tools, hardware etc.) and the services rendered under this tender.

11.15. Performance Obligations

While providing services as per Scope of Work, the successful bidder shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence /

any actions due to any such infringement.

11.16. Intellectual Property Rights

All intellectual property rights for the work performed under this RFP as far as data and application provided by IGR (M.S.), Pune is concerned shall lie with IGR (M.S.), Pune. This clause is applicable to all data in any form or format procured, processed, scanned or produced under this RFP by the successful bidder. The successful bidder shall not use such data or IT solution or any software provided by IGR (M.S.), Pune for any other purpose during and after the term of contract. In no cases, any document provided by the department is taken out of the space provided to the successful bidder.

11.17. Failure to agree with the terms & conditions of the tender

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in which event IGR (M.S.), Pune may out rightly reject the proposal or make the award to the next Best Value Bidder or call for new Bids.

11.18. Limitation of Successful bidder's Liability towards the Purchaser

- Except in case of gross negligence or wilful misconduct on the part of the successful bidder or its agents/sub-contractors/Team/representatives/employees etc. or on the part of any person or company acting on behalf of the successful bidder in executing the work or in carrying out its/their obligations under this contract, the successful bidder, with respect to the damage caused by the successful bidder or its agents/Team/representatives/employees, to the property and/or assets of the Purchaser or of any of Purchaser's vendors, shall not be liable to the Purchaser :
 - for any indirect or consequential loss of damage; and
 - for any direct loss or damage that exceeds (A) Purchase Order value, or (B) the proceeds successful bidder may be entitled to receive from any insurance maintained by the successful bidder to cover such a liability, whichever of (A) or (B) is higher
- This limitation of liability shall not affect the successful bidder liability, if any, for damage to Third Parties caused by the successful bidder or its agents/Team/representatives/employees or any person or firm/company acting on behalf of successful bidder in executing the work or in carrying out the services/obligations under the contract.
- The successful bidder' liabilities shall not be limited if the loss/damage is caused by:
 - a. Negligence/gross negligence;
 - b. Misconduct/intentional misconduct;
 - c. Breach of terms of contract; or
 - d. Fraud attributable to the successful bidder and/or its agents/Team/representatives/employees
- The allocation of risk herein is an essential element of the bargain between the parties, without which the parties would not have entered into this agreement.

11.19. Pre-mature self-exit by Vendor

Due to any reason, if vendor wishes to exit from the project, it can do so only after serving 2 months of notice period to Purchaser. Notice period shall commence from the date of declaration of exit from the project. If vendor fails to serve notice period, all or part of the below mentioned penalties shall be levied on the vendor,

1. Vendor shall be blacklisted.
2. Next payment due to vendor shall not be paid.
3. PBG shall be forfeited.

11.20. Exit Management

- This clause sets out the provisions, which will apply on self-exit by vendor or expiry or termination of the contract with vendor.
- Vendor has to serve Notice period of 2 months before exiting the project in cases of self-exit and termination of contract by Purchaser. Notice period shall start before 2 months of date of exit of vendor.
- In the case of expiry of contract, last two months of the contract period shall be termed as exit management period of contract.
- The payments being under consideration during notice period shall be settled after the exit.
- The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the vendor carry out their respective obligations set out in this Exit Management Clause.

During the notice period and exit management period:

- The vendor will allow IGR or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered.
- Promptly on reasonable request by the IGR or its nominated agencies, the vendor shall provide access to and copies of all information held or controlled by it, which have prepared or maintained in accordance with the contract. IGR or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The vendor shall permit the department or its nominated agencies and/or any Replacement vendor to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the vendor and to assist appropriate knowledge transfer.
- The vendor will promptly on the commencement of the exit management period supply to the IGR or its nominated agencies the following:
 1. Information relating to the current services rendered and performance data relating to the performance in relation to the services; and
 2. Documentation relating to Intellectual Property Rights; and
 3. IGR data and confidential information; and

4. All current and updated departmental data as is reasonably required for purposes of the IGR or its nominated agencies transitioning the services to its Replacement vendor in a readily available format; and
 5. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable IGR or its nominated agencies, or its Replacement vendor to carry out due diligence in order to transition the provision of the Services to the IGR or its nominated agencies, or its Replacement Vendor (as the case may be).
- Before the expiry of the exit management period, the Vendor shall deliver to the department or its nominated agencies all new or up-dated materials from the categories set out in point above, and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.
 - Before the expiry of the exit management period, unless otherwise provided under the contract, IGR or its nominated agencies shall deliver to the Vendor all forms of Vendor confidential information which is in the possession or control of IGR or its nominated agencies or its users

12. PAYMENT TERMS & SCHEDULE

- Payment to the successful bidder shall be done quarterly based on the work done in that quarter. It shall be successful bidder's responsibility to submit comprehensive invoice consisting & complying of at least following items.
 1. Quarterly payment due as per commercial bid submitted.
 2. Applicable penalties
 - a. Complete data used for calculations of penalties.
 - b. Supporting documents from which above data can be easily and accurately derived.
 - c. Calculation of penalties as per contract/RFP terms & conditions
 3. Invoices of Spare Parts etc (if any)
 4. Every month's invoice should be submitted before 7th of first month of next quarter.
 5. Other documents as demanded by the purchaser and as mentioned in the RFP document

Quarterly payment applicable to vendor will be calculated as:

Applicable payment = Quarterly Cost – Applicable Penalties + Cost as per Other Invoice (if case of part replacement)

Where:

- i. Quarterly Cost: Total Cost (as per commercial bid)/ 2
- The penalty, if any, accumulated after release of payment pertaining to last quarter will be recovered by invoking the Performance Bank Guarantee available with LIC or any other payment due to the Vendor. In any case, where the penalty exceeds the payment amount, the same will be recovered by invoking the Performance Bank Guarantee or any other payment due to the Vendor
 - Invoice without any of the above mentioned documents shall be called as incomplete and shall not be accepted.
 - Detailed billing and reporting formats shall be defined by the Purchaser at the start of the project.
 - Apart from general inward of the purchaser, Invoice along with supporting documents also need to be submitted physically and through email to the purchaser's appointed representative. This date shall be considered as date of invoice submission. The representative will verify invoice, supporting documents & calculations and raise his query (if any) within 10 days of date of invoice submission. It shall be vendor's responsibility to make purchaser's representative understand the calculations behind submitted invoice. If query is raised, vendor has to make necessary corrections and resubmit the invoice as submitted earlier. Query will be communicated to vendor through email and/or letter.
 - After 10 days of date of invoice submission, if no query is raised & representative is satisfied with the calculations & submitted documents, 100% payments as per invoice shall be released within 3 weeks of submitting the invoice.

13. ANNEXURES

Annexure A: Details of IGR DC-DR Hardware Equipment

1. IGR Data Centres

IGR DC-DR are situated in Mumbai and Pune. Following are the details for IGR DC-DR in Maharashtra:

S.No.	Items	Details	
1.	DC	SDC-Mumbai	Address: 4th Floor SDC, New Administrative Building, Opp.Mantralaya, Madam Kama Road Mumbai PIN: 400032 Contact no: +91 9920160265
2.	Near DR	BSNL DC, Mumbai	Address: 8th Floor, MTNL FTN Bldg No.2 M.G Road, OPP-Standard Chartered Bank Near – Hutatma Chowk Fort Mumbai - 400001 Landline - 02222611363
3.	DR	NDC-Pune	Address: 1st Floor NDC, National Informatics Centre, Near Pune University, Ganeshkhind Road Pune 411007 Tel: 020-25610037/ 67

Table 5

2. Equipment Installed in IGR Data Centers

The section below shows the hardware/software, already deployed at DC-DR along with detail of their warranty period.

1. SERVER DETAILS (HP)

DC			
MODEL / MAKE	SERIAL NO	WSD	WED
HP C7000 Enclosure G2	SGH236BMF6	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BSoS	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS1P	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS14	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS1C	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS1S	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS1A	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS1E	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BSoV	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BSoP	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BSoC	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BSoH	10-Sep-12	09-Oct-17

HP ProLiant BL460c G7	SGH236BS1H	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS1K	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS10	10-Sep-12	09-Oct-17

Table 6

DR			
MODEL / MAKE	SERIAL NO	WSD	WED
HP C7000 Enclosure G2	SGH236BMFF	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS0M	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS0E	21-Oct-12	20-Oct-17
HP ProLiant BL460c G7	SGH236BS1M	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS0K	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS12	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS16	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS0X	10-Sep-12	09-Oct-17
HP ProLiant BL460c G7	SGH236BS18	10-Sep-12	09-Oct-17

Table 7

Where:

- a. WSD: Warranty Start Date
- b. WED: Warranty End Date

Annexure B: Clarification seeking format

All enquiries from the bidders relating to this RFP must be submitted in writing (along with email mentioned in the tender document) in the following format:

- **Name of Bidder:**
- **Name and position of person submitting request:**
- **Full formal address of the organization including phone, fax and email id:**

S. No	RFP Reference(s) (section number/ page)	Content of RFP requiring Clarification	Points of clarification required
1.			
2.			
3.			
4.			
5.			

Annexure C: Documents for Pre-Qualification Criteria

PQ_4: Self Declaration – No Blacklisting

(To be provided on the letterhead of the bidding company)

We M/s _____ (Name of the Bidder) having head office at _____ undertake the following.

We M/s _____ (Name of the Bidder) are not blacklisted by the Central Government, State Governments, Union Territories, PSUs or Government Corporations in India.

Signed on behalf of M/s _____ (Name of Bidder)

Place :
Date :
Company Seal :

PQ_5: Bidders Annual turnover for last 3 financial years (2014-15, 2015-16, 2016-17)

(To be provided on the letterhead of the bidding company)

To,
The Inspector General of Registration & Controller of Stamps (IGR)
Maharashtra State,
Pune

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for AMC for DC-DR Equipment.

I hereby declare that below are the details regarding Turnover:

Component	FY 2014-15 (In Crore)	FY 2015-16 (In Crore)	FY 2016-17 (In Crore)
Annual Overall Turnover			
Annual Turnover from IT Services			

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorised Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Email		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

(Authorised Signature)

Name of the Bidder :
Place :
Date :
Company Seal :

PQ_6: Declaration of Net Worth of the bidding company

(To be provided on the letterhead of the bidding company)

To,
The Inspector General of Registration & Controller of Stamps (IGR)
Maharashtra State,
Pune

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for AMC for DC-DR Equipment.

I hereby declare that the company _____ (name of the bidder) has positive net worth as on 31st July 2017.

As per the financial statements, the net worth recorded on 31st March 2017 is _____ Indian Rupees (Lakhs).

Yours Sincerely,

(Authorised Signature)

Name of the Bidder :
Place :
Date :
Company Seal :

Seal / Signature
(Chartered Accountant)

PQ_7: Details of relevant assignment undertaken

(To be provided on the letterhead of the bidding company)

To,
The Inspector General of Registration & Controller of Stamps (IGR)
Maharashtra State,
Pune

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for AMC for DC-DR Equipment mentioned in the tender document.

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

NOTE: To be filled for separately for each order undertaken.

1.	Client for which the project was executed	
2.	Name of client Contact Person(s)	
3.	Designation of Client Contact Person(s)	
4.	Project Start Date	
5.	Project End Date	
6.	Short Description of Client Business	
7.	Project Scope of Work & Activities performed	
8.	Total Cost of Services provided to Client	
9.	Cost of Server and related support services	
10.	Mandatory Supporting Documents	<ul style="list-style-type: none">• Work order / Purchase order / Contract for the project

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

(Authorised Signature)

Name of the Bidder :
Place :
Date :
Company Seal :

PQ_8: Authorization Certificate from OEM

(To be typed preferably on letterhead of the company)

Letter No. _____

Dated: _____

To,

The Inspector General of Registration &
Controller of Stamps, M.S., Pune
New Administrative Building,
Opp. Council Hall, Pune 1

Reference: Authorization to bid for <<RFP Title>> for IGR as per Tender No: _____

Sir,

We, <OEM/ Manufacturer name> manufacturer having our registered office at <OEM/Manufacturer address>, are an established and reputed manufacturer of Servers. We confirm that <Bidder Name> having its registered office at <Bidder Address> is our authorized partner/distributor cum service provider for brand of servers being mentioned in above cited tender. We confirm that <Bidder Name> having its registered office at <Bidder Address> is our authorized partner/distributor cum service provider for brand of <Hardware Category> being mentioned in above cited tender.

We hereby extend our full guarantee and warranty, with respect to the services offered by the above entity. In case the Dept. decides to change the bidder authorized in this undertaking, we (OEM) will continue to support the Dept. for the services of the products manufactured by us till the contract period.

Yours Faithfully,

For and on behalf of M/s < (Name of the manufacturer)>

<Signature >

<Name>
(<Designation>)
<Address >

Directorate Seal

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

PQ_9:

Undertaking from the Bidder for Service Office/Service Support in Maharashtra
(To be typed preferably on letterhead of the company)

Letter No. _____

Dated:

To,

The Inspector General of Registration &
Controller of Stamps, M.S., Pune
New Administrative Building,
Opp. Council Hall, Pune 1

Reference: Undertaking for Service Office/Service Support in Maharashtra as per Tender No:

Sir,

We M/s _____ (Name of the Bidder) having head office at
_____ undertake the following.

Our service office for <<Hardware Category>> Service Support is in Maharashtra with adequate manpower and resources to provide required support to the dept. for AMC existing DC-DR Equipment mention in the tender document. The complete address of the service office is given below:

Address: _____

Tel No.: _____

Fax No.: _____

Email Id: _____

STAMP OF AGENCY

Sincerely,

(Signature of authorized person)

Name:

Designation:

Annexure D: Technical Bid Document Format

The “Technical Bid” should contain the following items along with the confirmation of submission of same in this format.

S. No.	Item	Enclosed (Yes / No)
1.	Technical Proposal Covering Letter	
2.	Authority Letter	
3.	Tender Fees <i>(attach the copies of payments made online on e-Tendering portal)</i>	
4.	EMD <i>(attach the copies of payments made online on e-Tendering portal)</i>	

****Kindly note that Revelation of Prices in any form or by any reason before opening the Commercial Bid shall lead to rejection of bids.***

Names of all the documents mentioned above should have their serial number followed by name. For eg “1 Technical proposal covering letter”.

TQ_1: Technical Proposal Covering Letter

(On Company letterhead)

Date:.....

To,

The Inspector General of Registration & Controller of Stamps, M.S.
New Administrative Building,
Opp. Council Hall, Pune 1

Dear Sir/ Madam,

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

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. The bidder shall make available any additional information which may find necessary to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days, extendable up to 120 days thereafter, from the last date of submission of proposal.
4. We are quoting as per format mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.
6. We will submit back to back legally enforceable support agreement with the OEM for the hardware, along with serial number before signing of the contract with the Purchaser.

Yours sincerely,

(Signature)

Full name of signatory :
Designation :
Name of the bidder (firm etc.) :

TQ_2: Authority Letter

(On Company letterhead)

Date:

To,

The Inspector General of Registration & Controller of Stamps, M.S.
New Administrative Building,
Opp. Council Hall, Pune 1

<Bidder Representative's Name>, < Designation>, is hereby authorized to sign relevant documents on behalf of the Company in dealing with RFP of reference <RFP No. and Date>. He is also authorized to attend meetings and submit Technical and Commercial information as may be required by you in the course of processing above said RFP.

Thanking you,

Authorized Signatory :
Name of Authorized Person :
Company's Seal :

Annexure E: Commercial Bid Format

The “Commercial Bid” should contain the following items along with the confirmation of submission of same in this format:

#	Item	Enclosed (Yes / No)
1	Commercial proposal Covering Letter	
2	Price Summary	

Date:

(Signature)

(Name)

(In the capacity of _____)

[Seal / Stamp of bidder]

CQ_1: Commercial Proposal Covering Letter

(On Company Letterhead)

Tender No. IGR/_____

Date : ____/____/2017

To,
Inspector General of Registration and
Controller of Stamps, M.S., Pune
New Administrative Building
Opposite Council Hall, Pune 1

Reference: Request for Proposal for <RFP Title>

Sir,

Having examined the RFP Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services, as required and outlined in the RFP. In order to meet such requirements and to provide services as set out in the RFP document, following is our quotation summarizing our Commercial Proposal.

We attach hereto the Commercial Proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to the services as put forward in the RFP or such modified requirements as may subsequently be agreed mutually by us and IGR (M.S.), Pune or its appointed representatives. If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, acceptable to IGR (M.S.), Pune, for a sum of <<Amount>> for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days further extendable up to 120 days from the date of submission of the tender and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and IGR (M.S.), Pune.

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

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/services specified in the tender response.

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

Date:

(Signature)

(Name)

(In the capacity of _____)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

CQ_2: Price Summary*(On Company Letterhead)***Tender No. IGR/** _____**Date :** ____/____/2017

To,
 Inspector General of Registration and
 Controller of Stamps, M.S., Pune
 New Administrative Building
 Opposite Council Hall, Pune 1

Reference: Request for Proposal for <RFP Title>

Sir,

I / We undertake that the prices are in conformity with the requirement as specified in the tender. We will charge the department for this project as mentioned below:

#	Item Cost Item	Unit Cost (A)	Qty. (B)	Total Cost (C) = (A) x (B)	Applicable Taxes (D)	Total Cost inclusive of Taxes (E) = (C) x (D)
1.	AMC for the "Period of Service" as per Special Instructions to the Bidders for 1 Server		22			
Total Cost						

Note:

- Unit Price should include packing, forwarding, freight, insurance, installation, commissioning, warranty or any other charges.
- Bidder has to bid for complete order.

The above mentioned quotes are inclusive of all cost likely to be incurred and include all taxes.

I/ We agree that bidder should fill prices for all items mentioned above. If price for any item is not mentioned then the bid will be rejected by IGR (M.S.), Pune

If our bid is accepted, we will obtain the Performance Guarantee of Rs. _____/- for the due performance of the Contract, in the form prescribed by the Tendering Authority.

I / We agree to abide by this bid for a period of 180 days, and during extended period of 120

days thereafter, after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

I / We understand that you are not bound to accept the lowest or any bid you may receive. I / We agree to the terms & conditions mentioned in the Tender document.

Signature of Bidder (with official seal)

Date

Name

Designation

Address

Telephone

Fax

E-mail address

Annexure F: Security Deposit / Performance Bank Guarantee Form (PBG)

(To be given by a Nationalised or a Scheduled Bank Only)

Tender No. IGR/ _____

Date: ____/____/2017

To,
The Inspector General of Registration &
Controller of Stamps, M.S., Pune
New Administrative Building,
Opp. Council Hall, Pune 1

The Bidder (name and company) who has submitted an application for seeking a Bid Security Certificate, Performance Security and Certificate of Investible Funds to be submitted as part of the tender under reference, is hereby given on his request which is follows:-

1. PROFORMA OF PERFORMANCE SECURITY FORM

Bank Guarantee No _____ Against Contract vide Advance Acceptance of the Tender No. _____ Dated _____ of the Registration & Stamps, Department (hereinafter called "The Department") covering the _____ (Hereinafter called "The Said Contract") entered into between the Inspector General of Registration & Controller & Stamps (Hereinafter called "The Department") and _____ (Hereinafter called the "Selected Bidder").

This is to certify that at the request of the Tendering Authority we _____ Bank are holding in trust in favour of the client, the amount Rs. (Sum in words also) to indemnify and keep indemnified the Department against any loss or damage that may be caused to or suffered by the Department by reason of the said Contract and / or in the performance thereof. We agree that the decision of the Department, whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Selected Bidder and the amount of loss or damage that has been caused or suffered by the Department shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Department.

We Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfilment in all respects of the said Contract by Department i.e. till hereinafter called the "Expiry Date of the Contract" and that if any claim accrues or arises against us by virtue of this guarantee before the said date, the same shall be enforceable against us _____ (Name of the Bank) by The Department before the said date. Payment under this letter of guarantee shall be made promptly upon your receipt of notice to that effect from the Department.

It is fully understood that this guarantee is effective from the date of the said Contract & valid

for thirteen months and that we _____ (Name of the Bank) undertake not to revoke this guarantee during its currency without the consent in writing of The Department.

We (Name of the Bank) undertake to pay the Department any money so demanded notwithstanding any dispute or disputes raised by the Selected Bidder in any suit or proceedings pending before any Court or Tribunal in relation thereto our liability under this present bond being absolute and unequivocal.

The payment so made by (Name of the Bank) under this bond shall be a valid discharge of our liability for payment there under and the Selected Bidder shall have no claim against us for making such payment.

We _____ (Name of the Bank) further agree that the Department shall have the fullest liberty, without affecting in any manner or obligation hereunder to vary any of the terms and conditions of that said Contract or to extend time of performance by the Selected Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said Tender and to forebear or enforce any of the terms and conditions relating to the said Contract and we, _____ (Name of the Bank) shall not be released from our liability under this guarantee by reason of any such variations or extension being granted to the said forbearance and / or omission on the part of the Department or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

The guarantee is for an amount of Rs. _____ (In words & figures). This guarantee shall not be discharged due to the change in the constitution of the Bank of the Tendering Authority.

DATE:

PLACE:

NAME OF THE WITNESS WITH SIGNATURE:

.....
(BANK OFFICER'S SIGNATURE
AND COMMON SEAL)

Annexure G: Draft Non-Disclosure Agreement

This Non-Disclosure Agreement ("Non-Disc") is made and entered into _____ day of _____ month _____ year (effective date) by and between INSPECTOR GENERAL OF REGISTRATION AND CONTROLLER OF STAMPS ("Department") and _____ ("Company")

Whereas, Department and Company have entered into an Agreement ("Agreement") _____ effective _____ for _____; and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- (a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- (b) The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- (c) The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- (a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
 - (c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - (d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - (e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - (f) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- (a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - (b) After it has become generally available to the public without breach of this Agreement by Company; or
 - (c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - (d) Which Department agrees in writing is free of such restrictions.
 - (e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore,

Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Inspector General of Registration & Controller of Stamps, M.S. , Pune.
 - (a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - (b) The place of arbitration shall be Pune.
 - (c) The arbitrator's award shall be substantiated in writing and binding on the parties.
 - (d) The proceedings of arbitration shall be conducted in English language.
 - (e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

- 13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
- 18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department’s employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
- 19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to 5 years from the “effective date”.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department,

For Company

Name:

Title:

Name:

Title:

WITNESSES:

- 1.
- 2.