Deputy Inspector General of Registration (DIG), Mumbai

JDR Mumbai City

Tender Ref No. DIG/Mumbai/eTender/DEO/935/2015

Request for Proposal for
Providing Data Entry Operators
V1.0

15 June2015

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1) Glossary

Terms	Meaning
BOM	Bill Of Material
TEC	Tender Evaluation Committee
EMD	Earnest Money Deposit
IT	Information Technology
DEO	Data Entry Operator
NDA	Non-Disclosure Agreement
LOI	Letter of Intent
SLA	Service Level Agreement
PC	Personal Computer
IGR	Inspector General of Registration, Maharashtra
DIG	Deputy Inspector General of Registration, Mumbai
Division	Division in this document mean Mumbai Division
JDR	Joint District Registrar, Mumbai City
District	District in this document mean Mumbai City District
SR	Sub Registrar
SRO	Sub Registrar Office
PDE	Public Data Entry System available on Department's website
SARITA	Stamp And Registration Information Technology Application
iSARITA	IntegratedStamp And Registration Information Technology Application

2) Tender Schedule

EVENT	TARGET DATE
Start date of sale/availability of tender document on website	15/06/2015
Last date to send in requests for clarifications on the tender	22/06/2015 6 p.m.
Project briefing & Pre bid meeting	23/06/2015at 11a.m.
Start Date for submission of bids	29/06/2015 at 9a.m
Last date and time for availability of tender document	7/07/2015till 6.00 p.m.
Last date and time for submission of EMD and Tender fees in the office of The Inspector General of Registration &Controller of Stamps, M.S., Pune.	
Last date and time for submission of Sealed Tenders	
Time and date of opening of Technical Bids	10/07/2015at 12.00 noon
Time and date of opening of Commercial Bid	Will be intimated later.

3) Introduction

3.1 Project Background

Data entry is integral part of any computerization initiative. Computerization basically demands software residing in hardware and software can't work without input of any data. This data can either be obtained through migration from any legacy software or through data entry.

Key objective of this RFP is to select a competent agency which will supply Data Entry Operators to various Sub Registrar Offices in the JDR district.Only the experienced, reputed, and financially sound agencies shall be considered.

3.2 About Department of Registration & Stamps, Maharashtra

The Department of Stamps and Registration 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 MaharashtraStamp Act. The software module for Registration has been prepared by the Department in collaboration with NIC.The SRO, in addition to service of Registration of documents, carriesout other activities such as:

- Search of previous transactions
- Issue of Indexes
- Valuation
- Issuing Various Copies as per demand
- Sending Reports as per requirement
- Marriage Registration under Special Marriage Act

For the Department, the state is divided into eight divisions (DIG Offices) and each division has different number of districts (JDR Offices). Refer Annexure IV for various DIG and JDR offices.

3.3 About iSARITA Application

SARITA software was originally developed by CDAC in which total process of registration including valuation of the property is performedusing computers. After the essential data entry pertaining to the document to be registeredis done, the original document is scanned after registration and original document is immediately returned back to the registrant within 30 minutes. This has saved a lot of time and energy of the citizens and the Department staff as well. Based on same protocol, now NIC has developed web based iSARITA,an advanced and integrated version of SARITA .This software has increased the quality of registration in various parameters.

Please refer to Annexure V for Work Flow of registration process.

3.4 Contract Period

This project aims to invite agencies, who can supply skilled Data Entry Operators for carrying out work in various Sub Registrar Offices in the district as referred section 1 under the jurisdiction of the DIG as referred in section 1, initially for a period of 2 years which may be extended further by 1 year depending upon the requirement and administrative convenience of the DIG.

3.5 Bid Invitation

- The DIG(Mumbai),invites the reputed bidders to submit their proposal offers for the project of "Providing Data Entry Operators"in accordance with conditions and manner prescribed in this Bid Document for JDR (Mumbai City).

- Bidder agencies are advised to study this Bid Document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- Single bidder shall be allowed to bid only for one district in the division. Bidder shall be required to submit Self-declaration in this regard.
- If any bidder is found to have submitted bids for more than one district in same division, it's all the bids will be declared invalid and will be summarily rejected.

S. N.	Item	Particulars
1	Tender Reference	DIG/Mumbai/eTender/DEO/935/2015
2	Tender Fee	Rupees One Thousand Only
3	Earnest Money Deposit	As per Annexure IV against the name of applicable district
5	Place of Pre-bid meeting	As per table given below against the name of applicable DIG
5	Address of Communication	Same as above
7	Email Address	As per table given below against the name of applicable DIG
8	Contact Person	Applicable Deputy Inspector General of Registration (DIG)
9	e-Tendering Website	http://mahatenders.gov.in/nicgep/app

S.N	DIG	Place of Pre-bid meeting	Email id
1.	Amravati	Deputy Inspector General of Registration, Amravati, Bldg.ofMr.AbhijitBhaiyyajiThakre, Mangilal Plot, Camp, Amaravati,Dist.Amravati.	digamravati@gmail.com, dig.amravati@igrmaharashtra.gov.in,
2.	Aurangabad	Deputy Inspector General of Registration, Aurangabad, Collector Office Compound, Aurangabad, Dist. Aurangabad	digaurangabad@gmail.com, dig.aurangabad@igrmaharashtra.gov.in
3.	Latur	Deputy Inspector General of Registration, Latur, Collector Office Compound, Tal.Dist. Latur	diglatur@gmail.com, dig.latur@igrmaharashtra.gov.in,
4.	Mumbai	Deputy Inspector General of Registration, Mumbai, Ground Floor, Old Custom House, Fort, Mumbai - 1	dig.mumbai@igrmaharashtra.gov.in,
5.	Nagpur	Deputy Inspector General of Registration, Nagpur, New Administrative Building No.2 A-Wing,3rd floor. Divisional Commissioner Office premises, Civil lines, Nagpur	dignagpur@gmail.com,

6.	Nashik	Deputy Inspector General of Registration, Nashik, UdyogBhavan,Block No.22, 5th Floor, I.T.I Signal Chauk,Trambak Road, Nashik	dignashik@gmail.com, dig.nashik@igrmaharashtra.gov.in,
7.	Pune	Deputy Inspector General of Registration, Pune, New Admn. Bldg. Fourth Floor, Pune, 1	digpune1@gmail.com, dig.pune@igrmaharashtra.gov.in
8.	Thane	Deputy Inspector General of Registration, Thane, Charai MTNL Bldg., 7th floor, MavaliMandal Road, Charai, Thane-1	digthane010@gmail.com, dig.thane@igrmaharashtra.gov.in,

4) Technical Criteria

#	Pre-Qualification Criteria	Proof Document Required
1.	The Bidder must be a company in India Registered under The Company's Act 1956or Society registered under The Societies Registration Act, 1860 or Maharashtra Cooperative Societies Act, 1961. The registration should have been done on or before 31/3/2013. *Note: Consortium is not allowed*	Copy of Certificate of Incorporation/ Society Registration Certificate (As applicable)
2.	The Bidder should have minimum total**turnover related to providing Data Entry Operators only of A amountin FY 2012-13 & FY 2013-14.** Please refer to Annexure IV for value of A.	1. A copy of relevant turn over statement duly certified by the CA OR, 2. Work Ordersof providing DEOs in FY 2012-13 & FY 2013-14.
3.	The Bidder should have supplied **minimum B number of man-days of Data Entry Operators** to Central / State Government Departments or Public Sector Companies or Banks.Please refer to Annexure IV for value of B.	1. Details of contracts relating to supplying of DEOs and 2. Relevant Work Orders
4.	Bidder should not be having any criminal case pending at the time of bid submission	Self-declarationas section 9.4
5.	The bidder should not have been blacklisted by Central Government or any State Government organization / department in India at the time of submission of the Bid	Self-declaration as section 9.4
6.	The Bidder (not individual) should have a PAN.	Copy of PAN card.
7.	The Bidder (not individual) should be registered with Service Tax departments.	Copy of registration certificate
8.	The Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.	1. Certified copies of the registration with EPF and ESIC 2. Contribution statement of last 1 year for existing employees

Note: All the work orders/contract agreements/LoIs submitted should necessarily be annexed with filled format of 'Details of Project experience'.

5) Project Implementation Schedule

Event	Time line
Date of Issue of W/O	T
Reporting of all DEOs to JDR	T + **2** weeks
Knowledge Transfer & On-the-Job training	T + **3** weeks
Deployment at Sub Registrar Office	T + 3 weeks onwards

6) Instructions to Bidder

6.1 Cost of Bid Document

- The Cost of Tender document is **Rs.1000** to be submitted online.

6.2 Self- Declaration

- Bidder has to submit self-declaration in the format as given in section 9.4. If at any stage of tendering process or contract period, it is found that bidder has submitted false or wrong information in self-declaration then it shall be liable for following actions, at the discretion of DIG,

  1. Termination of contract
  2. Blacklisting for 5 years
  3. Forfeiture of Performance Guarantee and/or EMD
  4. Necessary legal action as per prevailing law

6.3 Study of bid document

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

6.4 Proposal Preparation Cost

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

6.5 Pre-Bid Meeting

- The DIG will host a Pre-Bid Meeting for queries(if any) by the prospective bidders. The date, time and place of the meeting are given in section 2& section 3 of this document. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.
- All enquiries from the bidders relating to this Bid Document must be submitted to the designated contact person. The queries should necessarily be submitted in the following format as a Word Document:

Sr. No.	Bid Document Reference (Volume, Section No., Page No.)	Content of the Bid Document requiring clarification	Clarification Sought / Query

1 2 3 ...			

- Queries submitted post the deadline mentioned in the Tender Schduleor which do not adhere to theabove mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the IGR website.

6.6 Amendment of Bid Document

- At any time prior to the deadline for submission of bids, the Department, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment. All the amendments made in the document would be made available on IGR website through Corrigendum.
- The bidders are advised to visit the websites; official website www.igrmaharashtra.gov.in and e-tendering website www.mahatenders.gov.in; on regular basis for checking necessary updates. The Department also reserves the rights to amend the dates mentioned in this Bid Document for bid process.It will be assumed that the amendments have been taken into account by the Bidder while submitting its bid.
- In order to ensure reasonable time for the prospective Bidders, to take the amendment into account in preparing their bids, the Department may, at its discretion, extend the last date for the receipt of Bids.

6.7 Rights to Terminate the Process

- The DIGreserves the right toterminate the Tenderprocess at any time and without assigning any reason. The DIG makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This Bid Document does not constitute an offer by the DIG. The bidder's participation in this process may result in the DIG selecting the bidder as per Bid Evaluation processand further engaging in discussions, if required. The commencement of such negotiations does not, however, signify a commitment by the DIG to execute a contract or to continue negotiations. The DIG may terminate negotiations at any time without assigning any reason.

6.8 Site Visit

- The bidder may visit the site and obtain additional information at their own cost and responsibility.

6.9 Language of Bids

- The Bids prepared by the Bidder and all correspondence and documents relating to the bids shared by the Bidderwith the DIG, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

6.10 Bid Submission Format

- The entire proposal shall be strictly as per the format specified in this Bid Document. Bids with deviation from this format shall be rejected. Details of the format can be found in Annexure I & Annexure II of this document.

6.11 Documents Comprising of Bids

- The following table is provided as the guideline for submitting various important documents along with thebid.

#	Type	Documents to be submitted
01	Technical Bid	1. Technical Bid Covering Letter 2. Particulars of the Bidders (in the formats given subsequently) 3. Contact details of officials 4. Copy of Certificate of Incorporation/Society certificate 5. Copy of Audited Balance Sheet and Profit & loss statement for FY 2012-13 & FY 2013-14. 6. Certificate from the Chartered Accountant towards relevant turnover of the bidderfor FY 2012-13 & FY 2013-14. OR Work Orders of providing Data Entry Operators in FY 2012-13 & FY 2013-14 7. Details of the project in the relevant format given, towards proof of projects executed for Government Organization (PSU / Municipalities / Government Departments / Nationalized Banks) in India in last 3 Years Consolidated. 8. Self-Declaration letter as per section 9.4 9. Certified copies of valid PAN Card of the Agency and not of any individual 10. Copy of the Service Tax registration certificate 11. Copy of the IT return filed for FY 2012-13 & FY 2013-14 12. Copy of EPF registration certificate 13. Copy of ESI registration certificate
02	Commercial Bid	1. Commercial Proposal Cover Letter 2. Commercial Bid

- Bidders shall furnish the required information on their technicaland financial proposals in enclosed formats only. Any deviations in format may make the tender liable for rejection. Disclosure of Commercial information of the bid in Technical bid shall be sufficient grounds for rejection of the bid.
- All the documents mentioned against technical bid should be submitted in technical bid proposal only and should not be included in case in commercial bid. Similarly all the documents mentioned against Commercial bid should be submitted in commercial bid proposal only and should not be included in case in technical bid.
- All the above documents of technical bid should be separate files, zipped in a single zip file with name 'Technical Bid'. Please name the individual files as serial number followed by name. For eg "1 Technical Bid Cover Letter".

6.12 Earnest Money Deposit (EMD)

- Bidders are required to submit Earnest Money Deposit online on e-tendering website of value Rs. C. Please refer to Annexure IV for value of C. Offers, made without EMD, will be treated as incomplete and non-responsive and the same will not be considered.
- EMD of all the unsuccessful bidders will be refunded as promptly as possible,but not later than 30 days after issue of work order. EMD of the successful bidders will be discharged only after the completion of the contract papers, furnishing of Performance Bank Guarantee by bidder and issue of Work Order.
- In case bid is submitted without EMD as mentioned above then the Department reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

- The EMD may be forfeited:
  i. If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
  ii. In the case of successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the Bid Document
  iii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  iv. During the bid process, if any information found wrong / manipulated / hidden in the bid.
- The decision of the DIG regarding forfeiture of the EMD and rejection of bid shall be final & shall not be questioned under any circumstances.

6.13 Restriction on Bidding

- The bidders shall be able to bid for only 1 district location under a single DIG. Multiple bids by single bidder for single DIG of Maharashtra shall not be permitted and will lead to rejection of all bids of the bidder.
- The bidder shall submit a self-declaration for the above as per section 9.4.

6.14 Submissions of Bids

- Tender offers shall be received by the DIG 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 DIG may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on the e-Tendering system.

  Note: Telex, cable or facsimile offers shall be rejected
- The DIG reserves the right to accept or reject any or all the tenders without assigning any reason. Moreover, if no intimation is provided by the DIG then the documents submitted cannot be deemed as accepted.

6.15 Method of Submission of Bids

- The two bids system shall be followed i.e. Technical and Commercial Offers should be uploaded separately through the e-Tendering system.
- The Technical Bid should be submitted separately at the place as earmarked for it on e-tendering website.
- 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 should also be paid online through the e-Tendering system only.

  Sufficient guidelines are provided on e-tendering website for uploading of bids. If bidder faces any issue while uploading bid proposal on e-tendering website, bidder may contact 24 hr help desk support of mahatenders.gov.in. Help desk contacts are 7878107985/86, 1800 3070 2232.

6.16 Modification or Withdrawal of Bids

- The Bidder may modify or withdraw its bid after submission on e-tendering portal only.

- No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Tender Schedule. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security.

6.17 Evaluation Process

- The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by the DIG, for the entire period of the contract. The Bidder's Bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bid Document.
- The evaluation process of the Bid Document proposed to be adopted by the DIGis indicated under this clause. The purpose of this clause is only to provide the Bidder an idea of the evaluation process that the DIG may adopt. However,the DIGreserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.
- The DIG shall appoint a Tender Evaluation Committee (TEC) to scrutinize and evaluate the technical and commercial bids received. The TECwill examine the Bids to determine whether they are complete, responsive and whether the Bid format confirms to the Bid Document requirements. The DIG may waive any infirmity or nonconformity in a Bid which does not constitute a material deviation according to the DIG.
- There should be no mention of bid prices in any part of the Bid other than the Commercial Bids.

6.18 Evaluation of Technical Bids

- All the bidders satisfying parameters mentioned in Technical Criteria will be declared technically qualified.
- The Tender Evaluation Committee may invite each Bidder to make a presentation as part of the technical evaluation.

6.19 Opening of Commercial Bid

- The Commercial bids shall not be opened by the DIG until the evaluation of the Technical Proposals has been completed.
- After the technical evaluation is completed, the DIG shall inform the Bidders who have submitted proposals and cleared the technical evaluation, and shall notify those Bidders whose Proposals did not pass technical evaluation or were considered non responsive to the Bid Document and scope of work, that their Financial Proposals will not be opened.
- The DIG shall simultaneously notify in writing to the Bidders that have cleared the technical evaluation, the date, time and location for opening the Financial Proposals. The opening date should allow Bidders sufficient time to make arrangements for attending the opening. Bidders' attendance at the opening of Financial Proposals is optional.
- Financial Proposals shall be opened publicly in the presence of the Technically Qualified Bidders' representatives who choose to attend. The name of the Technically Qualified Bidders shall be read aloud.
- The Bidders' representatives who are present shall be requested to sign the attendance sheet
- The Commercial Bids will be evaluated by the DIG for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

- The amount stated in the proposal form, adjusted in accordance with the above mentioned procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.
- If the bidder does not accept the correction of errors, its bid will be rejected and the bid security may be forfeited.
- Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost.

6.20 Selection Method

- The technically qualified bidder with L1 rate shall be automatically selected.
- If two bidders are tied up at L1 rate, both the bidders will be called for negotiation. After negotiation, the bidder with lower rate will be given the contract. If even after negotiation, the bidders are tied up at L1 rate, both the bidders will be given contract. Each bidder will then be required to provide 50% of required DEOs in the district.

6.21 Organization Participation Criteria

- Consortium is not allowed to participate in tender.
- Organizations with common Proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract.
- If it is found that Organizations have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the DIG, for further penal action including blacklisting.
- If it is found that close relatives (as described above) have uploaded separate tenders/quotations under different names of Organizations /firms/establishments but with common address for such establishments/firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for action.
- If after award of contract it is found that the accepted bid proposal violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action against the contractors as well as related firm/establishment.

6.22 Rights to Accept/Reject any or all Proposals

- The DIG reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds forthe DIG's action.

6.23 Notifications of Award and Signing of Contract

- Prior to the expiration of the period of proposal validity, the bidders will be notified in writing or by fax or email that their proposal has been accepted.

- At the time DIG notifies the successful Bidders that their bid has been accepted, DIGwill send the successful bidder the Proforma for Contract, incorporating all clauses/agreements between the parties. Within 15 days of receipt of the draft contract, the successful Bidders shall sign and date the Contract and return it to JDR. Draft Format of the contract is given in the Annexure VII. Please note successful bidder has to sign agreement with respective JDR.

6.24 Performance Bank Guarantee

- The Successful bidder shall at his own expense, deposit with department, within seven (7) working days of the notification of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from Scheduled Bank, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- The performance bank guarantee should be valid for 3 months in addition to the contract period from the date of signing of contract agreement. The Performance Bank Guarantee letter format can be found in the AnnexureIII of this document.
- The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- In the event of the Bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the successful bidder's failure to complete its obligations under the Contract. Department shall notify the successful bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.Department shall also be entitled to make recoveries from the successful bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

6.25 Terms and Conditions of the Tender

- Bidder is required to refer to the draft Contract Agreement, attached as Annexure VII in this Bid Document, for all the terms and conditions (including project timelines) to be adhered by the successful bidder during Project Implementation and Post implementation period. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid Document Annexure. Please refer to the Interpretation Section of the Agreement (Section 2 of draft agreement) for reference of the Annexure.

6.26 Stamp Duty

- The stamp duty payable for the contract shall be borne by the successful bidder IN WITNESS whereof the parties hereto have signed this on the day, month and year written as part of the agreement.
- As per the provision made in Article 63, Schedule I of Maharashtra Stamp Act, stamp duty is payable for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under:

Contract Value	Stamp Duty

Upto Rs. 10,00,000/-	Rs. 500/-
From Rs. 10,00,001/- To Any Limit	Rs. 500/- plus Rs. 100 for every additional Rs. 1,00,000 above Rs. 10,00,000 (Maximum Rs. 25,00,000/-)

- The successful bidder shall enter into a contract agreement with JDR within 15 days from the date of receipt of draft contract agreement and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- All legal charges and incidental expenses in this respect shall be borne and paid by the successful bidder.

7) Terms & Conditions Governing the Contract

7.1 Transfer & Sub-Letting

No outsourcing of work would be allowed in the project. All the DEOs provided by successful bidder should be strictly on payroll of successful bidder. Contract shall be liable for termination if successful bidderfound flouting this condition.

7.2 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 RFP or not acceptable to the department.

7.3 Suspension & Cancellation of Contract

The contract of the successful bidder shall be suspended and the successful bidder may be blacklisted forthwith by the Department without issuing notice on any of the following circumstances/reasons:

1. Violation of any condition of the tender/ contract or part of any condition of the tender contract of tender/contract, or
2. Substantial deviation found in quality of work done.
3. If it is found that during the process of award of contract, fraudulence was made by the bidder or the successful 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 successful bidder is found guilty, the Contract of the successful bidder for the services in question will be cancelled and other appropriate legal action shall also be initiated against all concerned.

In the event of cancellation of contract with the existing successful bidder, the contract may be awarded to the next most responsive bidder.

The decision of the DIG shall be final and binding.

The vendor will allow JDR 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 successful bidder, the department or its nominated agencies or its replacement successful bidder may make an offer of employment or contract for services to such employee of the successful bidder and the successful bidder 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.

7.4 Payment Terms & Schedule

Payment to the successful bidder shall be done monthly based on the man-month rate & number of DEOs provided. It shall be successful bidder's responsibility to submit comprehensive invoice consisting of at least following items,

1. Attendance sheet of each DEO

2. Last month salary details (For Eg- Basic, HRA, city Allowance, Gross Salary, Income tax, Provident Fund, Net Salary etc) of all the DEOs.
3. Proof of payment of last month salary to DEOs (Account Number details, Bank statements etc)
4. Other documents like details and proof of Professional Tax submitted by vendor to the Government, proof of PF paid to the staff and other salary related documents as specified by the DIG later. If these documents are not available for invoice month then vendor may submit documents of previous month regularly. So, if November month invoice payment is being considered, vendor has to ensure these documents upto October month are submitted to the vendor

Invoice along with all the supporting documents has to be submitted to DIG office. After verification and deduction of penalty, if any, DIG office will release the payment.

8) Scope of Work

8.1 Scope of Manpower providing agency

- Successful bidder shall provide required DEO's as mentioned in Annexure IV in all SR offices of the District in the provided timelines.
- Successful bidder shall be responsible for management of DEO's , this includes but is not limited to performance, leave management , scheduling, salary, discipline, punctuality, behaviour , code of conduct etc.
- Successful bidder shall be required to do the HR related management of Data Entry Operators like payment of salary on time through authorized mode, submission of their PF, TDS deduction and other compliances related to labour laws.
- Successful bidder should ensure that the DEO's do not approach the Department for any issues related to salary, leave etc.
- Successful bidder shall be responsible for arranging training/retraining programs to the DEO whenever required. Whatever changes would be done in the application software would not reflect on the response time of the data entry operators. It shall only enhance the functionality of the application software.
- As per Government GR, the DEO(s) shall never be considered for government jobs based on this contract and it is the responsibility of the bidder to communicate this to the DEO(s) clearly. Any communication related to the same shall not be entertained.
- Successful bidder shall ensure that the DEOs observe the office timings and working days as applicable in SROs. Due to exigencies of work, the deployed staff may have to come on holidays/Sundays,
- Successful bidder shall be held responsible along with the concerned DEO(s) in case of any malpractices and violation of 'Model Code of Conduct' by DEO(s).
- Penalty(if any) shall be applicable only to the agency and should not affect the salaries of the DEO(s)

8.2 Scope of the DEO

The DEO shall be responsible for assisting in the day to day activities of the SRO which includes but not limited to

- General maintenance and troubleshooting related to all hardware (Computers, Printers, UPS etc.).
- Reporting issues related to connectivity and coordinating with support vendors to get it resolved.
- Data Entry for various activities like document registration, filing of notice, marriage registration, valuation report, search etc.
- Handling of various applications/modules/software (Online or Standalone)and utilities.
- Report generation (Online/Offline) and printing in the SRO.
- Assisting in office work like putting seal, rubber stamp and page numbers on the documents in case of shortage of staff at SRO.
- Scanning of documents, Uploading of documents and related activities
- Burning of CD.
- Any other task decided by the department/ SR which is necessary for functioning of the SRO.

Note: SR is the final authority for work distribution among the available manpower. His decision in allotting tasks will be final.

8.3 Data Migration

- If department requires entered data to be migrated to some other database, then concerned agency and DEOs should provide their full support in such data migration.

8.4 Data Security

- Successful bidder and its operators (DEO's) have to maintain the confidentiality and security of data in true spirit. In no case, breach in security of data will be acceptable. Violation of this clause may lead to severe penalties, maximum upto termination of involved agency as decided by tender issuing authority.

8.5 Quality of manpower deployed

- Successful bidder has to deploy data entry operators of required qualification and experience as mentioned below.

Data Entry Operator (DEO)		
#	**Criteria**	**Specifications / Requirement**
1.	Education Qualification	12th Pass
2.	Other degree/Certification	MSCIT exam cleared or any other such course as prescribed by the state government in this behalf
3.	Skills	Minimum typing speed 30 WPM in Marathi & 40 WPM in English.
4.	Experience	Minimum 6 months of experience as a Data Entry Operator
5.	Language Proficiency	Operator should be able to read and write Marathi & English
6.	Age	18 years and above

8.6 Detailing the deployment of Manpower

- Successful bidder shall be required to provide required number of DEOs as mentioned in the Annexure IV in all SR offices of the District in the provided timelines.
- Depending upon the requirement, the JDR may decide to increase or decrease number of DEO(s) by giving one months' notice to the successful bidder. Increasing number of DEO(s) shall solely be JDR's decision.
- Number of DEO(s) may be increased on temporary or permanent basis. Successful bidder has to provide the same within 14 days of such request during contract period.
- The JDR can on requirement also make changes in the numbers in the SROs.
- Successful bidder should ensure that all DEO(s) report to JDR as Project Implementation Schedule. 2 days training shall be provided to the DEO(s) after reporting to JDR, post training they shall be deployed to the SRO. This training will take place only once at the time of joining. It is the responsibility of the bidder to make sure that any DEO(s) joining later get the necessary training from the existing DEO(s)

8.7 Monitoring of Manpower

- Successful bidder shall ensure that the DEO(s) complete tasks assigned to them in a time bound manner asspecified by the department.

- Successful bidder shall monitor the performance of DEO(s) and provide replacement as required.

8.8 Terms & Conditions for deployed manpower

- The DEOs supplied by the successful bidder should not have any adverse Police records/criminal cases against them. The successful biddershould make adequate enquiries about the character and antecedents of the persons whom they are recommending. The personnel should be deployed for the work only after due verification by the local police for their character and antecedents by the Man Power agency. Successful bidder shall be required to submit an undertaking as per section 9.4in this regard.
- All the deployed DEOs should work on this project on full time basis.
- Proofs of identity like driving license, salary bank account details, previous work experience, proof of residence and recent photograph shall be submitted to respective SRO.
- Successful bidderhas to submit all the necessary documents supporting eligibility criteria of the deployed resources along with deployment of resources.
- Successful bidderwill also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The successful bidderwill take all necessary steps related to covering their personnel's health and safety during their deployment with SRO.
- It shall be the duty of the successful bidder to pay DEO's salary every month on time through ECS and provide a proof of doing so to the JDR on demand. Successful bidder has to provide proof of salary dispatch to all the DEOstoJDR office.
- There is no Master and Servant relationship between the employees of the successful bidder and JDR/DIGand further that the said persons of the successful bidder shall not claim any absorption in the Department of Registration & Stamps, Maharashtra/Government of Maharashtra on any ground whatsoever.
- The successful biddershall not claim any benefit/compensation/absorption/regularization of services from/in the Department under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
- The successful bidderis required to submit Labour License for the work as per this RFP to the JDR within 1 month of date of issue of work order.
- The successful bidder's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters without the permission of JDR as all these matters are of confidential/secret nature.
- The successful bidderwill be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act, etc. and the JDR or Department shall not incur any liability of the successful bidder for any expenditure whatsoever on the persons employed by the successful bidder on account of any such statutory obligation.

  Continued violation of this may lead to termination of contract and forfeiture of Performance Guarantee.

- The Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the successful bidder.
- The successful bidder on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees, etc. If the Department suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the successful bidder, then the successful bidder shall be liable to reimburse to the Department for the same. The successful bidder shall keep the Department fully indemnified against any such loss or damage.

- All the DEOs have to behave and work in a positive way and should strive to create a healthy working environment. Any non-compliance to this shall be treated as non-performance on part of successful bidder.
- Successful bidder should ensure all the DEOs deployed should always follow 'model code of conduct'.
- Any other terms defined by JDR for efficient running of Sub Registrar Office.

9) Annexure I: Technical Bid format & Instructions

9.1 Technical Cover Letter

Date: dd/mm/yyyy
To
DIG
Address

Sub : Selection of Data Entry Agency for the project "***Supplying Data Entry Operators***"
Ref : Tender No:<No>Dated<DD/MM/YYYY>

Dear Sir,

Having examined the Bid Document (and the clarification/corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the Appointment of Data Entry Agency for the project "***Supplying Data Entry Operators***.

We attach hereto our technical & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to the DIG, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document(& subsequent clarification/corrigendum, if any) and also agree to abide by this tender response for a period of 120 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

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.

_____
Signature of Authorized Signatory (with official seal)
Name :
Designation :
Address :
Telephone& Fax:
E-mail address :

9.2 Check-list for the documents to be submitted

#	Documents to be submitted	Submitted (Y/N)
1.	Technical Bid Covering Letter	
2.	Particulars of the Bidders (in the formats given subsequently)	
3.	Contact details of officials (in the formats given subsequently)	
4.	Copy of Certificate of Incorporation/Society Certificate	
5.	Copy of Audited Balance Sheet for FY 2012-13 & FY 2013-14	
6.	Copy of the audited Profit & Loss Statements for FY 2012-13 & FY 2013-14	
7.	Certificate from the Chartered Accountant towards relevant turnover of the bidder or Work Ordersproviding Data Entry Operators in FY 2012-13 & FY 2013-14	
8.	Details of the project in the relevant format given, towards proof of projects executed for Government Organization (PSU/Municipalities/Government Departments / Nationalized Banks) in India in last 3 Years Consolidated.	
9.	Self-Declaration letter as per section 9.4	
10.	Certified copies of valid PAN Card of the Agency and not of any individual	
11.	Copy of the Service Tax registration certificate	
12.	Copy of the IT return filed for the FY 2012-13 & FY 2013-14	
13.	Copy of EPF registration certificates	
14.	Copy of ESI registration certificates	

9.3 Format to shareBidder's Particulars

Sr. No	Description	Details (to be filled by the responder to the Bid Document)
1.	Name of the bidder	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Bidder's Registration (Please enclose copy of the registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	Service Tax Registration No.	
11.	Permanent Account Number (PAN) of the agency	

12.	EPF Registration Number	
13.	ESI Registration Number	
14.	Company's Turnover for last 2 years (Year wise)	
15.	Company's Net Profit for the last 2 years (Year wise)	

Please submit the relevant proofs for all the details mentioned above along with your Bid response.

Contact Details of officials (at least two) for future correspondence regarding the bid process:

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

9.4 Self - Declaration by bidder

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To
DIG
Address

Sub : Self-Declaration for not being debarred/black-listed, having no pending criminal case against us and bidding only for single JDR in a division

Dear Sir,

I/We, the undersigned, herewith declare thaton the date of submission of the bid,

1. My/our company/society (<-- name of the organisation-->) has not been debarred / black-listed by Central / any State Government department in India.
2. My/our company/society (<-- name of the organisation -->) has no criminal case pending against in any of the court of this country.
3. My/our company/society (<-- name of the organisation -->) is bidding only for <Name of district>district in <Name of division>division
4. My/our company/society has no civil/criminal case pending against them in any court of law.
5. The manpower proposed/deployed by M/s_____ against tender (Tender ref no) _____ has no civil/criminal case against them and they are not undergoing any kind of

trial/detention and are free from any matter being sub judice. We have made adequate enquires about the character and antecedents of the manpower and are fully satisfied with the enquiry result.

If in future any deployed manpower is found to have any kind of criminal background before or on the date of deployment, we will be held responsible.

6. We indemnify Purchaser against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting due to our carelessness in this regard.

Thanking you,

Yours faithfully,

_____

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone& Fax:

E-mail address :

9.5 Details of Project experience

Relevant Project experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Short description of the project	
Type of manpower supplied	
Number of man-months supplied	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the manpower provided by the bidder	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	

• Work order/Purchase order/Contract for the project
Please provide complete details regarding the scope of the project to indicate the relevance to the requested technical evaluation criterion.

10) Annexure II: Commercial Bid Format& Instructions

10.1 Commercial Proposal Cover Letter

Date: dd/mm/yyyy

To
DIG
Address

Sub : Selection of Data Entry Agency for the Project "***Supplying Data Entry Operators***"
Ref : Tender No: <No>Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of "***Supplying Data Entry Operators***"do hereby propose to provide services as specified in the Bid Document referred above**.**

1. PRICE AND VALIDITY
   - All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 120 calendar days from the date of opening of the Tenders.
   - We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Bid Document formats.
   - We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altercated under the law, we shall pay the same.

2. UNIT RATES
   We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to/decrease from the scope of work under the contract.

3. DEVIATIONS
   We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations, irrespective of whatever has been stated to the contrary anywhere else in our bid.

   Further we agree that additional conditions, if any, found in our proposal documents, shall not be given effect to.

4. QUALIFYING DATA
   We confirm having submitted the information as required by you in your RFP document. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFPDocument. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

6. CONTRACT PERFORMANCE GUARANTEE BOND
   We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the RFP Document.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in our bid proposal is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)
Name
Designation
Seal.

Date:
Place:
Business Address:

10.3 Price Summary& Instructions

The Bidder has to quote the rate in the format below and BoQ available online via e-Tendering. The price summary given below has to be filled, signed with proper seal and uploaded on e-tendering portal.

Details to be filled up for price bid are as follows:

S.N.	District	Man-Month Rate in Rs.
1.	Man-Month rate for providing data entry operators to JDR Mumbai City	
2.	Mention complete break up of any tax, cess, duty, out of pocket and incidental expenses etc	
3.	Total	

The total mentioned above will be considered as final bid price by bidder for commercial evaluation.

Note:

- The bidders may visit the site and obtain additional information at their own cost and responsibility.
- All the prices are to be entered in Indian Rupees ONLY.
- The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc.It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.During the payment stage, The DIG reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- For the purpose of evaluation of Commercial Bids, the DIG shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- The Contract Price shall be a firm lump sum not subject to any alteration.
- The Bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.

11) Annexure III: Performance Bank Guarantee Format

(For a sum of 10% of the value of the contract)

Ref. No. :
Date :
Bank Guarantee No. :

To
JDR
Address

Against Letter of Intent number _____ dated _____ relating to Tender No. <<>> for the project "***Supplying Data Entry Operators***" (hereinafter called the 'LoI') and the contract to be entered into between the Joint District Registrar <<Name of JDR location>> (hereinafter called "JDR") and _____ (hereinafter called the Bidder), this is to certify that at the request of the Bidder we _____ Bank, are holding in trust in favour of the JDR, the amount of Rs. _____ (write the sum here in words) to indemnify and keep indemnified the JDR against any loss or damage that may be caused to or suffered by the JDR by reason of any breach by the Bidder of any of the terms and conditions of the contract that will be entered subsequently (within 15 days) and/or in the performance thereof. We agree that the decision of the JDR, whether any breach of any of the terms and conditions of the contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the JDR 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 JDR.

We _____ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the contract by the Bidder i.e. till _____(write a date which is 2.5 years and fifteen days from the date of LoI) (hereinafter called the said date) and that if any claim accrues or arises against us _____ Bank, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank, notwithstanding the fact that the notice of any such claim is given to us _____ Bank, by the JDR either before the said date or within the enforcement period of six months thereafter. Payment under this letter of guarantee shall be made promptly, within one month of our receipt of notice to that effect from the JDR.

It is fully understood that this guarantee is effective from the date of the said LoI and that we _____ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of the JDR.

We undertake to pay to JDR any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under.

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

This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Our liability under this Bank Guarantee shall not exceed and is restricted to Rs._____ (Rupees _____ only).

_____
Signature of Authorized Signatory (with official seal)
Date :
Place :
Name :
Designation :
Address :
Telephone & Fax :
E-mail address :

_____
Signature of Witness 1

Name : _____

_____
Signature of Witness 2

Name : _____

(Bank's common seal)

12) Annexure IV: Number of DEOs required, Turnover, EMD& Man-days requirement

S.N	DIG	JDR	No. of DEOs	Final Turnover (A)	Final Man-days (B)	EMD (C)
1	Amravati	Akola	13	600000	1186	140400
2	Amravati	Amaravati	6	300000	548	64800
3	Amravati	Buldhana	16	700000	1460	172800
4	Amravati	Yeotmal	5	200000	456	54000
5	Aurangabad	Aurangabad	18	800000	1643	194400
6	Aurangabad	Beed	10	500000	913	108000
7	Aurangabad	Jalna	9	400000	821	97200
8	Latur	Latur	10	500000	913	108000
9	Latur	Nanded	8	400000	730	86400
10	Latur	Osmanabad	7	300000	639	75600
11	Latur	Parbhani	10	500000	913	108000
12	Mumbai	Mumbai City	12	500000	1095	129600
13	Mumbai	Mumbai Suburban	42	1900000	3833	453600
14	Nagpur	Bandara	3	100000	274	32400
15	Nagpur	Chandrapur	6	300000	548	64800
16	Nagpur	Gadchiroli	10	500000	913	108000
17	Nagpur	Nagpur City	16	700000	1460	172800
18	Nagpur	Nagpur Rural	7	300000	639	75600
19	Nagpur	Wardha	11	500000	1004	118800
20	Nashik	Ahmednagar	23	1000000	2099	248400
21	Nashik	Dhule	16	700000	1460	172800
22	Nashik	Jalgaon	25	1100000	2281	270000
23	Nashik	Nashik	34	1500000	3103	367200
24	Pune	Kolhapur	17	800000	1551	183600
25	Pune	Pune City	56	2500000	5110	604800
26	Pune	Pune Rural	34	1500000	3103	367200
27	Pune	Sangli	10	500000	913	108000
28	Pune	Satara	17	800000	1551	183600
29	Pune	Solapur	22	1000000	2008	237600
30	Thane	Raigad	21	900000	1916	226800
31	Thane	Ratnagiri	6	300000	548	64800
32	Thane	Sindhudurga	1	100000	91	10800
33	Thane	Thane City	36	1600000	3285	388800
34	Thane	Thane Rural	30	1400000	2738	324000
Total			567			

13) Annexure V: Process Flow of Registration

- The person(s) requiring registration of document comes to the Registration office with an executed document along with input form and receipt of eStepin if he has booked time-slot through internet for registration.
- The person will also carry the pre-registration summary printout and/ or the unique ID received from the PDE system if he has opted for it.
- A token no. for the day will be allotted to him for registration.
- He will then handover the original document & sit in the visitor's area waiting for his turn to come
- If opted for PDE ,the Data Entry operator will fetch the entry into the iSarita system from PDE or read the barcode else the DEO will enter it into Data Entry module of iSarita In both cases a report is generated which has to be printed and given to party for verification. If there are any changes, same are updated in the system. Finally a local entry number assigned by the system is given to the party simultaneously the number is written on the documents.
- On turn, the SR will take the documents for scrutiny, if found acceptable for registration, the details are fetched on the registration system by using the above generated local entry number. The party will pay the registration fees. The receipt and a report called summary 1 will be generated. After signature of SR the receipt will be given to the presenting party.
- Then the SR will call the parties for verification and admission. The photos and thumb impression of the parties will be taken on the computerised system. A report called Summary 2 will be generated which will be signed by the parties and the persons identifying them. The summary 1 and summary 2 are attached to the original document then the SR will sign a certificate on the summary 2. The SR submits the 5th stamp on the system to indicate that registration is complete. The pages are numbered by placing a rubber stamp on each page.
- The entire document is then sent for scanning.
- For verification of scanned documents 2 thumbnails are printed and one is given to the party.
- The document is scanned & returned to the person(s) after taking the signature of the person(s) along with a CD which contains the scanned image of the documents..

14) Annexure VI: Model Code of Conduct

- All the DEOs should religiously follow their working timings.
- All the DEOs should behave decently with the staff of the Department. The successful bidder's personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this Department. The successful biddershall be responsible for any act of indiscipline on the part of persons deployed by the successful bidder.
- Cleanliness should be maintained inside the office.
- All the DEOs have to talk decently and in a well behaved manner with the citizens visiting office.
- All the DEOs are strictly prohibited for the consumption of alcoholic drinks, paan, smoking, loitering without work etc in the premises of the office.
- DEOs should not interfere with the duties of the employees of the Department.
- The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
- Any other condition, rule specified by the JDR for maintaining enthusiastic and efficient work environment in the Sub Registrar Office.

15)Annexure VII: Draft Contract Agreement

On Non Judicial Stamp Paper

This Contract Agreement, hereinafter referred to as ***"CA"*** is made this ___ day of _____ 2013at [office address]

BETWEEN

The DIG<Name of Division>, (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part

AND

M/s _____, a company registered under The Companies Act, 1956 having its registered office at _____ and place of business at _____, hereinafter referred to as ***"Bidder"*** (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the Second Part

Each individually a "Party" hereto and collectively the "Parties"

And Whereas the DIG intends to provide convenient and speedy servicesusing Information & Communication Technologies (ICT) to its officials and published the tender to empanel agencies who can supply skilled Data Entry Operators for carrying out work in various offices of the DIG including Headquarter & other Ward Offices, initially for a period of 2 years through project 'Supplying Data Entry Operators'which may be extended further by 1 year depending upon the requirement and administrative convenience of the DIG.
And whereas M/s. ---------- has submitted its proposal to get selectedin "***Supplying Data Entry Operators***" for DIG;

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

15.1 Definitions, Interpretations and Other Terms

a) ***Bid*** means the tender process conducted by the DIG and the technical and commercial proposals submitted by the successful bidder, alongwith the subsequent clarifications and undertakings, if any;

b) ***Confidential Information*** means all information including DIG Data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);

c) ***Customers*** mean all citizens and business organization and users who use the Departmentservices.

d) ***Deliverables*** means all the activitiesrelated to the data entry, providing data entry operators and any other infrastructure as defined in the Bid Document& subsequent Corrigendum (if any), based on which the technical proposal & commercial proposal was submitted by the Bidder and as required as per this CA;

e) ***Effective Date*** means the date on which this CA is executed;

f) ***CA***means this Contract Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the Bid Document (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid**. In the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect**;

g) ***Performance Security*** means the irrevocable and unconditional Bank Guarantee provided by the Bidder from by any of the approved banks as specified in Annexure V of the Bid Documentin favor of "DIG"for an amount equivalent to 10% of the total contract value i.e. Rs.....(Rupees.....only);

h) ***Proprietary Information*** means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior/ subsequent to the execution of this MSA;

i) ***Required Consents*** means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the Bidder, for all tasks/activities/software/hardware and communication technology for this project; from all the concerned departments/agencies, etc. as the case may be.

j) ***Bid Document*** means the Request for Proposal released vide Bid Document number and include all clarifications/addendums, explanations and amendments issued by the department in respect thereof;

k) ***Service Level(s)*** means the performance standards, which will apply, to the services delivered through the Software Appli cation& hardware implemented by the Bidder.

l) ***Service Level Requirement(s)*** means the timelines and the quality levelsto be adhered to by the Bidderfor delivering various services under the contract;

m) ***Services*** means the content and services delivered and to be delivered to the customers or the offices of DIGby the Bidder, and includes but not limited to the services specified in the Bid Document or as may be specified and incorporated in the subsequent Agreement/s under Contract Agreement.

15.2 Interpretations

a) References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;

b) Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa;

c) Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this CA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this CA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated;

d) The headings and use of bold type in this CA are for convenience only and shall not affect the interpretation of any provision of this CA;

e) The Schedules to this CA form an integral part of this CA and will be in full force and effect as though they were expressly set out in the body of this CA;

f) Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;

g) Any word or expression used in this CA shall, unless defined or construed in this CA, bear its ordinary English language meaning;

h) The damages payable by a Party to the other Party as set forth in this CA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;

i) This CA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by theBidder;

j) The department may nominate a technically competent agency/individual(s) for conducting acceptance testing and certification of quality of data entry.;

k) The agency/individual nominated by the department can engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects;

l) The agency/individual will establish appropriate processes for notifying the Bidder of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Bidder to take corrective action;

m) The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:
   i) This Agreement;
   ii) Scope of Services for the Bidder (hereby annexed as **Annexure I**)
   iii) Detail Commercial proposal of the Bidderaccepted by the DIG (hereby annexed as **Annexure II**)
   iv) Clarification & Corrigendum Documents published by the DIG subsequent to the Bid Document for this work (hereby annexed as **Annexure III**)

v) Bid Document of the DIG for this work (hereby annexed as **Annexure IV**)
vi) LoI issued by the DIG to the successful bidder (hereby annexed as **Annexure V**); and
vii) Successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the Bid Document (hereby annexed as **Annexure VI**).

15.3 Term of the Contract Agreement

- The term of this CA shall be a period of 2 years from the date of execution of this Agreement.
- In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Bidder, the DIG reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract from the date of successful go live.
- The DIG also reserves the right to extend the contract at its sole discretion, beyond the initial 2year period.

15.4 Work Completion Timelines& Payment Terms

Work completion timelines and milestones will be defined in corresponding Letter of Invitation (LOI) issued by the DIG for data entry assignment. The selected agency has to strictly, follow these timelines and achieve milestones.

Agency selected for data entry assignment will be paid as per its bid price and commercial terms and conditionsmentioned in contract agreement.

Notes:

- The DIG will withhold 20% of the amount of bill produce by the Bidder; for quality check. The cumulative amount will be paid to the Bidder at the end of the any particular data entry assignment.
- Payment will be made to the Bidder inclusive of service tax. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.
- The Bidder will submit the Bills/Invoices as per the terms & conditions of the Bid Document and contract agreement.
- If the Bidder is liable for any penalty/liquidated damages as per the SLA (refer to the section no.15.5 of this document), the same shall be adjusted from the payments due to the Bidder.
- The DIG will release the payment within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of the DIG. The DIG shall be entitled to delay or withhold the payment of any invoice or part of it delivered by Bidder, when the DIG disputes such invoice or part of it, provided that such dispute is bonafide.
- It is mandatory for the contractors to open a Bank Account in any of the banks approved by the DIG (specified in Annexure V of the document) for easy and quick payments. All payments under the contract will be made only on this Bank Account through Electronic Clearing System/ RTGS/ NEFT/ CBS.

15.5 Service Level Agreements

The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLR/SLA) is to clearly define the levels of service which shall be provided by the Bidder to the department for the duration of his contract with the department.

#	Activity	Penalty/Clause
1.	Deployment of DEO for the first time or later on	• DEOs as specified in this tender document needs to be deployed within 14 days from the date of issue of work order. Similarly

	additional demand	additional DEOs, on request of JDR should also be deployed within 14 days of such written request. In both the above cases, • If after 14 days, deployment is less than100% but more than or equal to 90%, then penalty of Rs. 200 per day per DEO shall be levied. Further even if after 21 days from the date of issue of work order (in case of new deployment) or written request (in case of subsequent deployment), deployment is still less than 100% then JDR reserves the right to forfeits the Performance guarantee, cancel the Purchase Order and terminate the contract agreement. • If deployment, after 14 days, is less than 90%, then JDRreserves the right to forfeits the Performance guarantee, cancel the Purchase Order and terminate the contract agreement. • Termination if 100% DEO not deployed within 1 month from date of issue of work order.
2.	Maximum deployment period of staff member at single location/sub Registrar office	• No DEO can be stationed at the same office for a period of more than 1years;unless the JDRso desires, the agency will have to compulsorily transfer the DEO to another office in case someone remains on rolls for a period of more than 1 year. • At the time of first deployment also, if DEO is already working with the office for more than 1 year; unless the JDR so desires, the agency will have to compulsorily transfer the DEO to another office. • In both the above cases, if JDR desires, it can retain DEO in any office for any amount of time.
3.	Absence of Data Entry Operator	• Per staff per day non-occupancy shall attract a penalty of 1% of total monthly payment due • This penalty is applicable only after initial deployment of manpower at the start of the project is done
4.	Non-Compliance to any other condition of contract/RFP	• If successful bidder is found to be flouting any other condition of the contract/RFP (vizregarding management of Infrastructure, Model Code of Conduct, Terms & Conditions for deployed manpower etc.) or not performing its duties as specified in the contract/RFP in the month of consideration, JDRis free to levy penalty up to 5% for the total monthly payment due.

15.6 Professional Project Management

❖ Successful Bidder shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. Successful Bidder shall attend regular Project Review Meetings called by the DIG and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the Successful Bidder in regular manner to ensure the proper management of the project:

- Finalization of the Project plan in consultation with the DIG and its consultant. Project Plan should consist of work plan, communication matrix, timelines, Quality Plan, Configuration Management Plan, etc.
- Plan and deploy the resources in conjunction with the Project Plan and to execute roles and responsibilities against each activity of the project plan.
- Appointment of manager for every data entry task who will act as SPOC for the DIG.

- Preparation & regular update of the Risk Register and the Mitigation Plan. Timely communication of the same to all the identified project stakeholders.
- Submission of Weekly Project(Data entry assignment) Progress Reports
- Monthly Compliance report, which will cover compliances to Project Timelines, Project Team, Hardware & Software delivered, SLAs, etc.
- Provision of dashboard in software to check status of progress of data entry work.

❖ The selectedagency should ensure that the behaviour of its staff and other manpower is decent. The agency will be held responsible for indecent behaviour of manpower, & such employees should be immediately replaced when such matter is reported. In case, non-availability of personnel, the agency will be penalized as per the SLA.

❖ Data Entry Operators of the Successful Bidder shall always wear identity card.

15.7 Responsibility of selected bidder as selected agency

Using this tender, the DIG is selectingan agency, so as to engage Successful Bidder for data entry as and when required in quickest manner. DIG will then dependent on these selected agencies for its data entry work. Selected bidders will be expected to respect the data entry requirements of the DIG.

Hence it will be responsibility of selected bidder to respond the data entry LOI of DIG in **true spirits.**

Selected agency has to either respond to LOI with its proposal or has to specify the reason for not participating. Continuous non-compliance of this or continuously not participating in LOI by selected agency may lead to termination of agency from empanelment.

15.8 Use & Acquisition of Assets during the term

The Successful Bidder shall -

a) Take all reasonable & proper care of the entire hardware & software, network or any other information technology infrastructure components used for the project & other facilities leased/owned by the Successful Bidder exclusively in terms of the delivery of the services as per this CA (hereinafter the "Assets") in proportion to their use & control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time.

b) Term "Assets" also refers to all the hardware / Software / furniture / data / documentations / manuals / catalogues / brochures / or any other material procured, created or utilized by the Successful BIDDER or the DIG for implementation of cloud based Enterprise E-mail.

c) Keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the Bid Document to meet the SLAs mentioned in the contract & during the entire term of the Agreement.

d) Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the Successful Bidder will be followed by the Successful Bidder& any person who will be responsible for the use of the Asset.

e) Take such steps as may be recommended by the manufacturer of the Assets & notified to the Successful Bidder or as may be necessary to use the Assets in a safe manner.

f) To the extent that the Assets are under the control of the Successful Bidder, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them.

g) Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law.

h) Use the Assets exclusively for the purpose of providing the Services as defined in the contract.

i) Ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to the DIG of this Project in an efficient and speedy manner.

j) Successful Bidder shall not use the DIG data to provide services for the benefit of any third party, as a service bureau or in any other manner

15.9 Security and safety

a) The Successful Bidder will comply with the directions issued from time to time by the DIG and the standards related to the security and safety in so far as it applies to the provision of the Services.

b) Successful Bidder shall also comply with DIG / Government of Maharashtra's / Government of India'sInformation Technology security and standard policies in force from time to time as applicable.

c) Successful Bidder shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to by unauthorized access (including unauthorized persons who are employees of any Party) or interference with DIG's data, facilities or Confidential Information.

d) The Successful Bidder shall upon reasonable request by the DIG or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

e) Successful Bidder shall promptly report in writing to the DIG any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the DIG.

15.10 Indemnity

The Successful Bidder agrees to indemnify and hold harmless the DIG, its officers, employees and agents(each a "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses , claims, damages, liabilities, costs (including reasonable attorneys fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

(i) Any mis-statement or any breach of any representation or warranty made by the Successful Bidder or

(ii) The failure by the Successful Bidder to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Successful Bidder. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Successful Bidder pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Successful Bidder or sub contractors pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secretes under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Data Entry assignment done by Successful Bidder; (B) Third Parties (i.e., other than Successful Bidder or sub-contractors) at the direction of the DIG, or

(iii) any compensation / claim or proceeding by any third party against the DIG arising out of any act, deed or omission by the Successful Bidder or

(iv) claim filed by a workman or employee engaged by the Successful Bidder for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

15.11 Third Party Claims

a. Subject to Sub-clause (b) below, the Successful Bidder (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favour or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.

b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:

   i) the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

   ii) the Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.

   iii) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.

   iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

   v. Successful Bidder hereby indemnify &hold indemnified the DIG harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.

   vi. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

   viii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &

   ix. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;

x. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

15.12 Publicity

Any publicity by the bidder in which the name of the DIG is to be used should be done with the explicit written permission of the DIG.

15.13 Warranties

a. The successful Bidder warrants and represents to the DIG that:
   i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
   ii. This Agreement is executed by a duly authorized representative of the Bidder;
   iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.

b. In the case of the SLAs, the successful Bidder warrants and represents to DIG, that:
   i. the successful Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
   ii. the SLAs shall be executed by a duly authorized representative of the successful Bidder;
   iii. the Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the Bid Document;
   iv. successful Bidder has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
   v. the Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
   vi. successfulBidder will warrant that the solutionprovided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
   vii.
   viii. If the successful Bidder uses in the course of the provision of the Services, components, equipments, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.

c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the successful Bidder is unable to meet the obligations pursuant to the Implementation of Cloud based the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, the DIG will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days on the successful Bidder.

15.14 Force Majeure

The successful Bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform

its 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 "reasonable" control of the successful Bidder, not involving the successful Bidder's fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

For the successful Bidder to take benefit of this clause it is a condition precedent that the successful BIDDER must promptly notify the DIG, in writing of such conditions and the cause thereof within 5 calendar days of the Force Majeure event arising. DIG, or the consultant / committee appointed by the DIG shall study the submission of the successful Bidder and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by DIG in writing, the successful Bidder shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, the DIG and the successful Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of the DIG shall be final and binding on the successful Bidder.

15.15 Resolution of Disputes

DIG and the successful Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement. If after 60 days from the commencement of such informal negotiations, the DIG and the successful BIDDER are unable to resolve amicably such dispute, the matter will be referred to the IGR, and his / her opinion shall be taken as final and binding on the successful Bidder.

15.16 Risk Purchase Clause

In the event successful Bidder fails to execute the project as stipulated in the CA, or as per the directions given by the DIG from time to time, the DIG reserves the right to procure similar services from the next eligible bidder or from alternate sources at the risk, cost and responsibility of the successful Bidder. Before taking such a decision, the DIG shall serve a notice period of 1 month to the successful Bidder.successfulBidder's liability in such case would not be higher than 50% of the contract value.

15.17 Limitation of Liability towards DIG

The successful Bidder's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The successful Bidder shall be liable to the DIG for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the successful Bidder and its employees, including loss caused to DIG on account of defect in goods or deficiency in services on the part of successful Bidder or his agents or any person / persons claiming through or under said successful Bidder. However, such liability of successful Bidder shall not exceed the total value of the Agreement.

15.18 Conflict of Interest

The successful Bidder shall disclose to DIG in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the successful Bidder or its team) in the course of performing the Services as soon

as it becomes aware of such a conflict. successfulBidder shall hold DIG's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

15.19 Data Ownership

All the data created as the part of the project shall be owned by the DIG. The successful Biddershall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the successful Bidder only to the personnel working on the projects and their names & contact details shall be shared with the DIG in advance. DIG / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the successful Bidder to data / system security.

15.20 Fraud and Corruption

The DIG requires that successful Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, the DIG defines, for the purpose of this provision, the terms set forth as follows:

a) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the DIG in contract executions.
b) "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to the DIG, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive DIG of the benefits of free and open competition.
c) “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which is given by the DIG in Volume II.
d) “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

If it is noticed that the successful Bidder has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for the DIG for termination of the contract and initiate black-listing of the successful bidder.

15.21 Exit Management

(i) Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the successful Bidder. The exit management period ends on the date agreed upon by the DIG or Three months after the beginning of the exit management period, whichever is earlier.

(ii) Confidential Information, Security and Data

Successful Bidder will promptly on the commencement of the exit management period, supply to DIG or its nominated agencies the following:

a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to the Project, Project’s Intellectual Property Rights; any other data and confidential information created as part of or is related to this project;

b) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.
c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the DIG and its nominated agencies, or its Replacing Successful bidder to carry out due diligence in order to transition the provision of the Services to the DIG or its nominated agencies, or its Replacing Successful bidder (as the case may be).

The successful Bidder shall retain all of the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project.

(iii) Employees

Promptly on reasonable request at any time during the exit management period, the successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the DIG a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, the DIG or Replacing Successful bidder may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the DIG or any Replacing Successful bidder.

(iv) Rights of Access to Information

At any time during the exit management period, the successful Bidder will be obliged to provide an access of information to the DIG and / or any Replacing Successful bidder in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to implementation of Enterprise E-mail for the DIG.

(v) Exit Management Plan

Successful Bidder shall provide the DIG with a recommended "Exit Management Plan" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

a) A detailed program of the transfer process that could be used in conjunction with a Replacement Successful bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
c) Plans for provision of contingent support to the implementation of cloud based Enterprise E-mail Project and Replacement Successful bidder for a reasonable period (minimum one month) after transfer.
d) Exit Management Plan shall be presented by the successful Bidder to and approved by the DIG or its nominated agencies.
e) The terms of payment as stated in the Terms of Payment Schedule include the costs of the successful Bidder complying with its obligations under this Schedule.

f) During the exit management period, the successful Bidder shall use its best efforts to deliver the services.

g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

15.22 Termination of contract

The DIGwithout prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the successful Bidder and as it deems fit, terminate the contract either in whole or in part:

- If the successful Bidder fails to deliver any or all of the project requirements / operationalization / go-live of project within the time frame specified in the contract; or
- If the successful Bidder fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the successful Bidder, the DIG shall provide the successful Bidder with a written notice of 30 days instructing the successful Bidder to cure any breach/ default of the Contract, if the DIG is of the view that the breach may be rectified.

On failure of the successful Bidder to rectify such breach within 30 days, the DIG may terminate the contract by providing a written notice of 30 days to the successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DIG. In such an event the successful Bidder shall be liable for penalty/liquidated damages imposed by the DIG.

In the event of termination of this contract for any reason whatsoever, the DIG is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the successful Bidder shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to the DIG and/ or succeeding successful bidder, as may be required, to take over the obligations of the successful Bidder in relation to the execution/ continued execution of the requirements of this contract.

15.23 Miscellaneous

a) Confidentiality

"Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of the DIG, the successful Bidder (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the successful Bidder and it's Personnel make public the recommendations formulated in the course of,

or as a result of the Project. In matters pertaining to privacy of data, the successful Bidder (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The successful Bidder recognizes that during the term of this Agreement, sensitive data will be procured & made available to it, its Sub contractors & agents & others working for or under the successful Bidder. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of the DIG requires the successful Bidder, its Subcontractors & agents to demonstrate utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in the DIG& its nominees receiving a right to seek injunctive relief & damages, from the successful Bidder.

The restrictions of this Article shall not apply to confidential Information that:

i. is or becomes generally available to the public through no breach of this Article by the Recipient; &
ii. was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &
iii. is developed by the Recipient independently of any of discloser's Confidential Information; &
iv. is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
v. is identified in writing by the Discloser as no longer proprietary or confidential; or vi. is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

i. its employees, agents & independent contractors & to any of its affiliates & their respective independent contractors or employees; &
ii. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

b) Standards of Performance

The successful Bidder shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The successful Bidder shall always act in respect of any matter relating to this contract. The successful Bidder shall abide by all the provisions/Acts/Rules/ Regulations, Standing orders, etc of Information Technology as prevalent in the country. The successful Bidder shall also conform to the standards laid down by Government of Maharashtra or Government of India from time to time.

c) Sub Contracts

All the personnel working on the project and having access to the Servers / data should be on payroll of the successful Bidder. The successful Bidder shall take prior approval from the DIG for sub-contracting any work, if not already specified in the proposal and approved by the DIG. Such sub-contracting shall not relieve the successful Bidder from any liability or obligation under the Contract. The successful Bidder shall be solelyresponsible for the work carried out by subcontracting under the contract.

d) Care to be taken while working at the DIG Office

Successful Bidder should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Successful Bidder should ensure that there is no damage caused to any private or public property. In case such damage is caused, successful Bidder shall immediately bring it to the notice of concerned organization and the DIG in writing and pay necessary charges towards fixing of the damage.

Successful Bidder shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

e) Compliance with Labour regulations

The successful Bidder shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the manpower working on the DIG project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the successful Bidder. Upon request, this record shall be produced to the appropriate authority in the DIG and/or Judicial Body. If complaints are received by the DIG (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the successful Bidder.

f) Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

g) Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

h) Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

DIG:

DIG
Address

Tel: ----------
Fax: ----------

Successful Bidder:

Tel: ----------
Fax: ----------

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

i) Personnel/Employees

i. Personnel/employees assigned by successful Bidder to perform the services shall be employees of successful Bidder and/or its sub-contractors, & under no circumstances will such personnel be considered as employees of the DIG. successful Bidder shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The DIG shall not be responsible for the above issues concerning to personnel of successful Bidder.

ii. Successful Bidder shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, & that, such personnel have appropriate qualifications to perform the Services. The DIG or its nominated agencies shall have the right to require the removal or replacement of any successful Bidder personnel performing work under this Agreement. In the event that DIG requests that any successful Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & upon schedule & upon clearance of the personnel based on profile review & personal interview by the DIG or its nominated agencies, within not later than 30 working days. Successful Bidder shall depute quality team for the project & as per requirements the DIG shall have the right to ask successful Bidder to change the team.

iii. Management (Regional Head / VP level officer) of successful Bidder needs to be involved in the project monitoring & should attend the review meeting atleast once in a month.

iv. The profiles of resources proposed by successful Bidder in the technical proposal, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' & the successful Bidder shall not remove such personnel without the prior written consent of the DIG. For any changes to the proposed resources, successful Bidder shall provide equivalent or more experienced resources in consultation with the DIG.

v. Except as stated in this clause, nothing in this Agreement will limit the ability of successful Bidder freely to assign or reassign its employees; provided that successful Bidder shall be

responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. The DIG shall have the right to review & approve successful Bidder's plan for any such knowledge transfer. successfulBidder shall maintain the same standards for skills & professionalism among replacement personnel as in personnel being replaced.

vi. Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection therewith.

j) Variations & Further Assurance

a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.

b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

k) Severability & Waiver

i. if any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.

ii. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

l) Survivability

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly of by implication intended to come into effect or continue in effect after such expiry or termination.

15.24 Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Location courts only.

Signed, sealed and delivered
By ----------
----------,
For and on behalf of DIG

Signed, sealed and delivered
By ----------
For and on behalf of the "successful Bidder",

Witnesses :
(1)
(2)

Attachments to the Agreement:

i) Scope of Services for the successful Bidder (Annexure I)
ii) Detail Commercial proposal of the successful Bidder accepted by DIG (Annexure II)
iii) Corrigendum Document published by the DIG subsequent to the Bid Document for this work (Annexure III)
iv) Bid Document of the DIG for this work (Annexure IV)
v) LoI issued by the DIG to the successful bidder (Annexure V)
vi) The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the Bid Document (Annexure VI)

16) Annexure VIII: Draft Non-Disclosure Agreement

This Non-Disclosure Agreement ("Non-Disc") is made and entered into _____ day of _____ month _____ year (effective date) by and between DIG("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 IGR, 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 DIG Office.

    (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 Location, 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:	Name:
Title:	Title:

WITNESSES:

1.

2.