



GOVERNMENT OF TAMIL NADU

Tamil Nadu e-Governance Agency(TNeGA)

Request For Proposal

for

Selection of Agency(s) for providing human resources on Outsourcing basis to various needs of Tamil Nadu e-Governance Agency for a period of 2 years

Tender Document

Tender Ref No: TNeGA/OT/HRO/2021-2022

Tamil Nadu e-Governance Agency

807, P.T.Lee Chengalvarayan NaickerMaaligai,

Anna Salai, Chennai - 600 002.

Tel No: +91-44-40164907

Email: tenders.tnega@tn.gov.in, mngr1tnega@tn.gov.in

Website: www.tnega.tn.gov.in

Important Notice

This Tender (RFP) process is governed by The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000 as amended from time to time.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

Letter of Undertaking

To

Chief Executive Officer,
Tamil Nadu e-Governance Agency (TNeGA),
807, P.T.Lee.ChengalvarayanNaickerMaaligai,
Anna Salai, Chennai - 600 002.

Sir,

Sub: Undertaking for participating in tenders invited for "**Selection of Agency(s) for providing human resources on Outsourcing basis to various needs of Tamil Nadu e-Governance Agency for a period of 2 years**" - Reg.

Ref: Tender Ref: **TNeGA/OT/HRO/2021-2022**

I/We do hereby submit my/our bid for the "**Selection of Agency(s) for providing human resources on Outsourcing basis to various needs of Tamil Nadu e-Governance Agency for a period of 2 years**" in accordance with the Terms and Conditions of this RFP.

I/We have examined the details of the tender and have carefully noted the conditions of contract and the specification with all the stipulations of which I/We agree to comply. I/We hereby undertake to complete the assigned tasks as "**Selection of Agency(s) for providing human resources on Outsourcing basis to various needs of Tamil Nadu e-Governance Agency for a period of 2 years**" at the places mentioned in the specification of all the articles within as per RFP & tender schedule from the date of communication of acceptance of my/our tender.

I/We further agree that the acceptance of this tender shall result in a valid and concluded Letter of Acceptance & contract binding on me/us the terms whereof shall be taken to be those mentioned in the form of agreement notwithstanding the non-execution of the said agreement.

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

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

I/We ----- hereby confirm that our Company has not filed for bankruptcy during the last five years.

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

I/We..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Government of Tamil Nadu G.O.Ms.No.343, Finance (Salaries) department, dated 18.9.2020; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

I/We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We _____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

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

In case of violation of any of the conditions above, I/Weunderstand that I/We are liable to be blacklisted by TNeGA/Government of Tamil Nadu for a period of five years.

Note:

Declaration in the company's letter head should be submitted as per format given above
If the bidding firm has been blacklisted by any State Government/ Central Government/
Public Sector Undertakings earlier, then the details should be provided.

No Consortium is allowed.

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1. Introduction

1.1. Tamil Nadu e-Governance Agency (TNeGA)

TNeGA, as a State Nodal Agency, is responsible for driving all technology initiatives for the Government. TNeGA's primary aim is to develop low cost, technology enabled, scalable solutions to impact Governance and create an inclusive, equitable and universally accessible G2C service delivery mechanisms. TNeGA has established a Centre of Excellence in Emerging Technologies (CEET) focusing on AI, Blockchain, Data Analytics and is helping the Government adopt digital transformation in critical sectors such as Education, Healthcare & Agriculture. Accordingly, Government of Tamil Nadu has entrusted several major projects to TNeGA. Additionally, several Government departments, PSUs & Government agencies have reached out to TNeGA to provide qualified IT human resources for their new/on-going e-Governance solution development/operational needs.

The objective of this RFP is to select agency(s) for providing HR/manpower services on outsourcing basis to TNeGA towards fulfilment of IT human resource requirements in a timely manner. The selected agency(s) are expected to provide manpower services to TNeGA identifying suitable candidates for TNeGA's human resource requirements, submitting the profiles, following-up with candidates and TNeGA during the evaluation process towards timely completion of the recruitment process, pay salaries to the selected candidates as fixed by TNeGA and managing the pay rolls of candidates. The bidder has to quote the service charge as a percentage of salary payable to the candidate selected through the bidding agency.

"Manpower Services" in this RFP means fulfilment of highly qualified human resource requirements skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D/Accounts/Admin by an agency/firm for engaging by its customers. The activities undertaken by the agency/firm would typically include identifying suitable candidates for a TNeGA's human resource requirements, submitting the profiles to TNeGA, following-up with candidates and TNeGA during the evaluation process towards timely completion of the recruitment process and payroll processing services.

The bidders are advised to study this RFP document carefully, before submitting their proposals in response to the RFP Notice. The bids are to be submitted as per the procedures given in this document. The submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

2. Tender Schedule and Data Sheets

1.	Tender inviting Authority, Designation and Address	Chief Executive Officer, Tamil Nadu e-Governance Agency, 807, P.T.Lee.ChengalvarayanNaickerMaaligai, Anna Salai, Chennai - 600 002. Tel No: +91-44-28521112
2.	A) Name of the Work	Request for Proposal for Selection of Agency(s) for providing human resources on Outsourcing basis to various needs of Tamil Nadu e-Governance Agency for a period of 2 years
	B) Tender Ref No.	TNeGA/OT/HRO/2021-2022
3.	Earnest Money Deposit	Rs.5 lakhs (Rupees Five lakhs only) should be paid through online mode.
4.	Contract Period	2 (Two) Years
5.	Tender Document	The Tender document can be downloaded from the URL https://www.tnega.tn.gov.in https://tntenders.gov.in https://tenders.tn.gov.in at FREE OF COST.
6.	Mode of Submission	e-Submission through https://tntenders.gov.in Bids cannot be submitted after the due date and

		time.
7.	Date and Place of Pre-Bid meeting	On 01-11-2021@ 15:30 hrs. Prebid meeting will be conducted online through video conference (VC) and the link for the VC is https://teams.microsoft.com/l/meetup-join/19%3Ameeting_NDFmMDBiYTMtZTI4Yy00ZmQwLTk5YzktOTJmZGZhMzVkYTQ1%40thread.v2/0?context=%7B%22Tid%22%3A%2243ba7e2e-286a-4816-bcdc-53c0b403bc51%22%2C%22Oid%22%3A%226454ac97-484b-469a-9a0b-7731dd570bf4%22%7D
8.	Due Date and Time for Bid Submission	On 25-11-2021 upto 11.30 hrs.
9.	Date, Time and Place of Opening of Technical Bids	On 25-11-2021 @ 11.45 hrs.
10.	Date, Time and Place of Opening of Price Bids	Price Bid opening Date & Time will be communicated to Technically qualified bidders ONLY.
11.	Tender validity period	90 days from the date of opening of technical bids

Note: Neither the TNeGA nor their representatives are obligated to inform any bidders who have not qualified in any of the stages of bid process management

3. General Instructions

3.1. General

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Request for Proposal (RFP). Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- b) It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing legal situations for the execution of contract. TNeGA shall not entertain any

request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by TNeGA. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons.
- f) The Bidder should be fully and completely responsible to TNeGA and State Government for all the deliveries and deliverables.
- g) The Bidder shall make all arrangements as part of the contract to supply required vehicles to the beneficiaries at various locations at their own cost and transport.
- h) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

3.2. Clarifications to the RFP

- a) A prospective Bidder requiring any clarification in the RFP may notify by e-Mail to totenders.tnega@tn.gov.in or through online mode in <https://tntenders.gov.in> (Clarification Forum). Clarifications to the queries (if any) by the bidders and corrigendum's (if any) will be published in the websites <https://www.tnega.tn.gov.in>, <https://tntenders.gov.in> and <http://www.tenders.tn.gov.in>

3.3. Amendments to the Tender

- a) A Pre-bid meeting will be held online through video conference (VC) for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date

to be decided by TNeGA. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications. The link for the VC is given below: -

https://teams.microsoft.com/l/meetup-join/19%3Ameeting_NDFmMDBiYTMtZTI4Yy00ZmQwLTk5YzktOTJmZGZhMzVkYTQ1%40thead.v2/0?context=%7B%22Tid%22%3A%2243ba7e2e-286a-4816-bcdc-53c0b403bc51%22%2C%22Oid%22%3A%226454ac97-484b-469a-9a0b-7731dd570bf4%22%7D

- b) Before closing of the Tender, clarifications and corrigendum (if any) will be notified in the websites mentioned in the Tender Schedule. The Bidders shall periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. TNeGA will not make any individual communication and will in no way be responsible for any information missed out by the bidders.
- c) No clarifications would be offered within 48 hours prior to the due date and time for submitting the Tender.
- d) Before the closing of the Tender, TNeGA may amend the Tender document as per requirements or wherever it feels that such amendments are absolutely necessary.
- e) Amendments also may be given in response to the queries by the prospective Bidder(s). Such amendments will be notified in the websites mentioned in the tender schedule. It is bidder responsibility to keep checking the website for any changes or clarifications or corrigendum to the tender document.
- f) TNeGA at its discretion may or may not extend the due date and time for the submission of bids on account of any amendments.
- g) TNeGA is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder failure to update the Bid documents on changes announced through the website.

3.4. Language of the Bid

- a) The bid prepared by the Bidder as well as all correspondences and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by

an accurate translation in English duly notarized, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

3.5. Bid Currency

- a) Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.6. Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7. Force Majeure

- a) Neither the Purchaser / nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:
 - i. Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - ii. Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
 - iii. Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

3.8. Arbitration

- a) In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the CEO, Tamil Nadu e-Governance Agency (TNeGA) under the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, Tamil Nadu, India and the language of arbitration shall be English. The Courts at Chennai alone shall have jurisdiction in the matter. Arbitration detailed in clause: 7.11

4. Eligibility Criteria (EC)

- a) The Bidders should have the following Eligibility Criteria (EC) for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the EC in the Technical Bid. **If a Bidder fails to enclose the documentary proof for EC, their bid will be summarily rejected.**

S.No.	Eligibility Criteria (EC)	Documents to be submitted
4.1	The bidder should be a Company registered under Indian Companies Act, 1956 or Indian Companies Act 2013 or a Partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 or Proprietary firm with their registered office in India and must have 3 years of existence in India as on date of submission of bids.	(i) Copy of the Certificate of Incorporation/certificate of registration attested by authorised signatory of the bidder and (ii) Copy of GST registration certificate and PAN allotment certificate issued by Income Tax department and (iii) Certificate issued by the CA (with CA's Registration Number/ Seal) regarding the bidder having operations in India for the last three years i.e. FY 2018-19, FY 2019-20, FY 2020-21.
4.2	The bidder must be in the business of providing HR/ Manpower services (i.e. placement of qualified human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology) on outsourcing basis for a minimum of three Government departments/ public/private sector enterprises in India during the last three financial	List of clients to whom human resources already deployed along with the Letter of Acceptance/Work orders issued by the clients in the last three financial years, i.e. FY 2018-19, FY 2019-20, FY 2020-21.

S.No.	Eligibility Criteria (EC)	Documents to be submitted
	years, i.e. FY 2018-19, FY 2019-20, FY 2020-21.	
4.3	The bidder should have successfully outsourced at least 200 IT human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D, at public/private sector entities in India during the last two financial years i.e. FY 2019-20, FY 2020-21.	(i)Letter of Acceptance/ Work order along with performance certificate issued by the clients indicating total no. of IT human resources successfully placed by the bidder during the last two financial years i.e. FY 2019-20, FY 2020-21. (OR) (ii)Certificate issued by the CA (with CA's Registration Number /Seal) regarding total no. of IT human resources successfully placed by the bidder.
4.4	The Bidder should have an average annual turnover of at least Rs.7 Crores from its Manpower Services (placement of qualified human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D/Accounts/Admin and managing their pay rolls) from operations in India during the last three financial years i.e. FY 2018-19, FY 2019-20, FY 2020-21.	Extracts from Audited and certified Balance Sheet & Profit/Loss Account statement for last 3 financial years, i.e. FY 2018-19, FY 2019-20, FY 2020-21. For FY2020-21, provisional statement is acceptable. (OR)Certificate from CA (with CA's Registration Number/Seal).

S.No.	Eligibility Criteria (EC)	Documents to be submitted
4.5	The Bidder should have a positive net worth during the last three financial years i.e. FY 2018-19, FY 2019-20, FY 2020-21.	Certificate from the CA for the networth during the last three financial years i.e. FY 2018-19, FY 2019-20, FY 2020-21.
4.6	The Bidder should have executed at least a SINGLE order of value of more than Rs.15 lakhs for providing human resources and managing their pay rollsto any State/Central Government departments or PSU or Nationalized Banks in India during last 3 years as on 31.03.2021	Relevant copies of work orders and performance certificate obtained from the client
4.7	The bidder should have financial capability to handle the services by mobilizing Rs.25 lakhs per month in advance to disburse payment to the resources deployed for atleast ONE month without awaiting payment from TNeGA	Nationalised Banker's certificate to this effect to be produced.
4.8	The Bidder should adhere to all statutory obligations especially PF, ESI, Minimum wage requirement for their Deployed resources.	<ul style="list-style-type: none"> a) Bidder's Establishment PF code No. and submit Annual Return Acknowledgment for last 3 years. b) ESI Registration No. for the establishment to be submitted. c) Self declaration signed by the CEO/Authorized signatory commitment such as PF and ESI during 3 years

S.No.	Eligibility Criteria (EC)	Documents to be submitted
4.9	The Bidder should have at least one office in Chennai or should furnish an undertaking to open an office in Chennai within 15 days of receipt of award of work (Letter of Acceptance)	The copy of Property tax bill/ Electricity Bill/ Telephone Bill /G.S.T.-C.S.T.Registration/Lease agreement should be submitted as proof Or Undertaking Letter from the authorized signatory

b) The bidder is required to do a self-assessment on the criteria and include the self-assessment as per the template provided in Annexure II along with documentary evidences for meeting the criteria.

c) The bidders who have submitted required documents and meet the EC as mentioned above and as determined by the Tender Scrutiny Committee (TSC) shall only be eligible for financial bid (price bid) opening. Those bidders who fail to meet the EC listed above would not be considered for financial bid (price bid) opening and would be rejected at this stage itself.

5. Bid Preparation and Submission

5.1. Cost of Bidding

a) The Bidder should bear all costs associated with the preparation and submission of Bids. TNeGA will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

5.2. Earnest Money Deposit (EMD)

a) An EMD amount as specified in the Tender Schedule should be paid through ONLINE mode. The EMD of the unsuccessful Bidders will be auto-refunded to their bank account within a reasonable time in consistent with the rules and regulations in this behalf. The EMD amount held by TNeGA till it is refunded to the unsuccessful Bidders will not earn any interest thereof.

- b) The EMD amount of the Successful Bidder shall be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfillment of the Contract.
- c) The EMD amount will be forfeited by TNeGA, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful in Bidder fails to remit Security Deposit within the respective due dates.

5.3. Letter of Authorization

- a) A letter of authorization from the Board of Directors / appropriate authority authorizing the Tender submitting authority or a Power of Attorney should be submitted in the tender; otherwise the Bids will be summarily rejected.

5.4. Two Part Bidding

- a) Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

5.4.1. Technical Bid

- a) The first part relates to technical bid submitting all the required details and documents complying with all the eligibility conditions and the other tender conditions/instructions as well as the statement of compliance consisting of the following.
 - i. A Letter of Undertaking (as per the format given in this RFP) in company's letter head in pdf and letter of authorization
 - ii. This Technical Bid document along with corrigendum if any
 - iii. Copy of supporting documents for EC as .rar file (Zipped) have to be submitted.

5.4.2. Financial Bid

- a) Second part relates to financial bid which should be submitted in the Bill of Quotation (BoQ) as given in the Tender.
- b) The rate quoted by the bidder in the financial bid should be for the cost involved in the successful implementation of scope of work mentioned in the clause 8 to 19 of this RFP and no other charges will be allowed by the TNeGA other than the cost quoted.
- c) Bill of Quotation (BoQ) should not contain any conditional offers or variation clause, otherwise the bids will be summarily rejected.
- d) The rates quoted shall be only in INDIAN RUPEES (INR) only. The tender is liable for rejection if BoQ contains conditional offers.
- e) The rate (service charges in percentage) quoted by the bidder shall be kept firm for a period specified in the tender from the date of opening of the tender. The bidder should keep the rates firm during the period of contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India.

5.4.3. Details of the Documentary proofs to be uploaded in portal

Letter of Undertaking		Upload Format
A Letter of Undertaking in company's letterhead as per the format given in this RFP along with Letter of Authorisation	1	PDF (Max 2 MB)
Technical bid document (this RFP)		Upload Format
This Technical Bid document along with corrigendum if any	1	PDF (Max 2 MB)
Eligibility Criteria (Clause 4)		Upload Format
1	Copy of documentary proof for clause 4.1 as PDF	RAR (WinRAR) (Max 20 MB)
2	Copy of documentary proofs for clause 4.2 as merged PDF	
3	Copy of documentary proofs for	
		10 (All these PDF have to be placed in a folder, and

	clause 4.3 as merged PDF	zipped as .rar file before submission)			
4	Copy of documentary proof for clause 4.4 as PDF				
5	Copy of documentary proof for clause 4.5 as PDF				
6	Copy of documentary proof for clause 4.6 as PDF				
7	Copy of documentary proof for clause 4.7 as PDF				
8	Copy of documentary proof for clause 4.8 as PDF				
9	Copy of documentary proof for clause 4.9 as PDF				
10	Copy of Bidder's Self-Assessment Sheet for Eligibility Criteria as per Annexure II.				
Financial Bid (Price Bid)				Upload Format	
Bill of Quotation (BoQ)				1	.XLS
Total		13			

Note: - Under Technical bid = 12 documents

Under Price bid = 1 document (pre-defined template)

5.5. Bid closing date and time

- a) Bids cannot be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence bidders should be cautious to submit the Bids well in advance to avoid disappointments.

5.6. Online Submission of Bids - <https://tntenders.gov.in>

- a) Bidder should read all the terms and conditions and accept the same to proceed further to submit bids. Tendering system will give a successful bid update message after uploading all the bid documents submitted. A print out of Bid Submission Confirmation showing the bid number, the date and time of submission of the bid with all other relevant details can be taken from the website and kept as an acknowledgement for submission of bid. This acknowledgement will act as a proof of bid submission.

- b) The bidders can resubmit the bid as many times as possible till the closing time of the bid submission. Withdrawal of the bid is also possible before the closing time of the bid submission.
- c) The time settings fixed in the server and displayed at the top of the tender site, will be valid for all actions of bid submission, bid opening etc., in E-Tender system.

6. Tender Opening and Evaluation

6.1. Technical Bid Opening

- a) The Technical Bid will be opened on the date and time as specified in the Tender schedule or in the Corrigendum issued by TNeGA (if any).

NOTE:-If the date fixed for opening of the tender happens to be a Government holiday, the e-tender will be opened on the next Working day at the time specified in the Tender Schedule.

6.2. Tender Validity

- a) The offer submitted by the Bidders should be valid for a minimum period of 90 days from the date of opening of the Technical bids.

6.3. Initial Scrutiny

- a) Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.

If Tenders are;

- i. received without the Letter of Undertaking (as per the format given in this RFP) and Letter of Authorization
- ii. received without EMD amount
- iii. found with suppression of details
- iv. with incomplete information, subjective, conditional offers and partial offers
- v. submitted without support documents as per the EC
- vi. non-compliance of any of the clauses stipulated in the Tender
- vii. lesser validity period

- b) All responsive Bids will be considered for further evaluation. The decision of TNeGA will be final in this regard.

6.4. Clarifications

- a) When deemed necessary, TNeGA shall seek bona-fide clarifications on any aspect from the Bidder ONLY through <https://tntenders.gov.in> (online mode) under Short Fall of Documents sections in e-tender portal. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, TNeGA may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of TNeGA as stated above, such Bids may at the discretion of TNeGA, shall be rejected as technically non-responsive.

6.5. Tender Evaluation

6.5.1. Suppression of facts and misleading information

- a) During the bid evaluation, if any suppression or misrepresentation is brought to the notice of TNeGA, TNeGA shall have the right to reject the bid and if after selection, TNeGA would terminate the contract, as the case may be. Termination of the contract will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.
- b) Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, TNeGA shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof documents to meet out the EC. Otherwise, TNeGA at its discretion may or may not consider such documents.
- d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

6.5.2. Technical Bid Evaluation

TSC will examine the technical bids as per Cl.4 – EC given in the Tender document. The technical bids which did not meet the EC in the first stage of scrutiny will be rejected in that stage itself and further evaluation of financial bids will not be carried out for such bidders. The eligible Bidders satisfying all the eligibility criteria (EC) in cl. 4 shall only be considered for financial bid opening. The decision of TNeGA will be final in this regard.

6.5.3. Financial Bid Evaluations

- a) Bidders should fill price quote details ONLY in Bill of Quotation (BoQ).
- b) All the taxes indicated in the financial bid will be taken for the financial evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- c) Bidders should quote for all the items. Failure to submit the rates for all the items (including price discovery items) or partial offer will be liable for rejection of the bid itself. The decision of TNeGA will be the final.
- d) Bidders who satisfy all the EC (Cl.4) and quoted the lowest rate (service charges) in the financial bid would be declared as the successful (L1) bidder.

6.6. Negotiations

- a) Negotiations will be conducted with the successful (L1) bidder for improvement in the scope of work, specification, further reduction in bid price and advancement of delivery schedule.
- b) If there are more than 01 technically qualified bidders in the list of bidders, their financial offers shall be evaluated and sorted in numerical ascending order of their financial offers - L1, L2, L3 etc., i.e., L1 being the lowest offer and then others in increasing order. All the technically qualified bidders will be allowed to match the negotiated L1 rates and those who agreed to match the negotiated L1 rates will be eligible for selection and declared as Successful Bidder(s). The award of work to the successful bidder(s) will be as per the provisions of Section 31(4) of TN TIT Act 1998 & Rules 2000.
- c) It is purely TNeGA's discretion to ask the willingness of L2, L3 etc to match the L1 price

and the bidders who are L2, L3, etc., cannot claim it as a matter of right. The decision of TNeGA as per above shall be final for selection and no representation of any kind shall be entertained.

6.7. Award of Contract (through <https://tntenders.gov.in>)

- a) Award of Contract (Letter of Acceptance) shall be issued to the successful bidder(s). After acceptance of the tender and LOA issued by TNeGA, the successful bidder shall have no right to withdraw their tender or claim higher price.
- b) Selection will be initially for a period of two years on same terms and conditions or additional mutually agreeable conditions.
- c) The rates finalized shall remain valid during the period of contract.
- d) No dispute can be raised by any bidder who's bid has been rejected and no claims will be entertained or paid on this account.

6.8. TNeGA reserves the right to:

- a) Modify, reduce or increase the quantity requirements to an extent of tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
- b) Inspect the bidders' premises/Company before or after placement of orders and based on the inspection, reserves a right to modify the quantity ordered.
- c) Withhold any amount for the deficiency in Quality/Service aspect rendered during the contract period.
- d) Accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in scope, specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances.

7. Execution of Contract

7.1. Payment of Security Deposit (SD)

- a) The successful (L1) bidder shall have to furnish a Security Deposit (SD) for 5% of contract value by way of demand draft or banker's cheque payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of 27 months from the date of acceptance of the tender on receipt of confirmation from TNeGA. The SD shall be paid within 10 days from the date of issue Letter of Acceptance (LOA) by TNeGA. The SD furnished by the Successful Bidder in respect of the tender will be returned to them after the entire scope of work is executed by the bidder as per the RFP, Contract and as per order(s) issued by TNeGA from time to time during the execution of work and after 3 months from the completion of contract period. The Security Deposit held by TNeGA till it is refunded to the successful bidder will not earn any interest thereof.
- b) The EMD/Security Deposit will be forfeited if the successful bidder withdraws the bid during the period of bid validity specified in the tender or if the bidder fails to sign the contract.

7.2. Execution of Contract

- a) The successful bidder should execute a Contract in the INR 100 non-judicial stamp paper bought in Tamil Nadu in the name of the TNeGA within 10 working days from the date of letter of acceptance issued by TNeGA with such changes/modifications as may be indicated by TNeGA at the time of execution on receipt of confirmation from TNeGA.
- b) The successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of TNeGA. TNeGA reserves its right to cancel the LoA either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement within the stipulated period of 10 days, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the successful bidder.

d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TNeGA and also TNeGA have the right to recover any consequential losses from the Successful Bidder.

7.3. Release of Work Order

d) After the payment of Security Deposit and execution of the Contract by the successful bidder, TNeGA will issue the Work Order to the successful bidder(s). Work Order will be placed to the L1 bidder for not less than 60% of the quantity covered in this RFP and place orders for the remaining quantity to the other successful bidders who matched the negotiated rates of L1 bidder. Decision of TNeGA is final in this regard.

7.4. Refund of EMD

a) The EMD amount paid by the Successful Bidder will be adjusted towards security deposit payable by them. If the Successful Bidder submits security deposit for the stipulated value, the EMD will be refunded. The EMD amount of the unsuccessful bidder(s) will be auto-refunded upon finalization and issue of LoA to the successful bidder.

7.5. Forfeiture of EMD and SD

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited.
- b) If the successful bidder fails to remit the SD, the EMD remitted by him will be forfeited to TNeGA and the tender will be held void.
- c) If the successful bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by TNeGA.

7.6. Termination of Contract

7.6.1. Termination for default

a) TNeGA may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the successful bidder, terminate the contract in whole or part, (i) if the successful bidder fails to deliver any or all of the service within the time period(s) specified in the contract, or fails to supply the items

as per the delivery schedule or within any extension thereof granted by TNeGA; or (ii) if the successful bidder fails to perform any of the obligation(s) under the contract; or (iii) if the successful bidder, in the judgment of TNeGA, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

b) In the event TNeGA terminates the Contract in whole or in part, TNeGA may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the successful bidder shall be liable to TNeGA for any additional costs for such similar goods and service. However, the successful bidder shall continue the performance of the contract to the extent not terminated.

7.6.2. Termination for Insolvency

a) TNeGA may at any time terminate the Contract by giving written notice with a notice period of 7 days to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TNeGA.

7.6.3. Termination for Convenience

a) TNeGA may by written notice, with a notice period of seven days sent to the successful bidder, TNeGA may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TNeGA's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful bidder is not entitled to any compensation whatsoever.

7.7. Manager

a) The successful bidder should nominate and intimate TNeGA, a Manager stationed at successful bidders Chennai office, who should be responsible for effective delivery of work complying with all the terms and conditions. The successful bidder should ensure that the Manager fully familiarizes with the RFP, Contract and deliverables

7.8. Assigning of Tender whole or in part

a) The successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The successful bidder should

not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof, without the written consent of TNeGA.

7.9. Liquidated Damages (LD)/ Penalty

- a) TNeGA shall claim liquidated damages/penalty as per cl.10 (SLA monitoring) of this RFP.
- b) The RFP, bid submitted by the successful bidder, negotiated offer of the successful bidder, contract and the work orders will form part of this contract. Wherever the offer conditions furnished by the successful bidder are at variance with conditions of this contract or conditions stipulated in the work order, the latter shall prevail over the offer conditions furnished by the successful bidder.
- c) Notwithstanding anything contained in this clause, TNeGA reserves the right to blacklist the successful bidder from taking part in any of the procurement operations of TNeGA for a minimum period of three years from the date of blacklisting for their failure to execute the work as per the agreed terms and conditions of the RFP, Contract and Work Order.

7.10. Other Conditions

- a) TNeGA reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of TNeGA for good and sufficient reasons.

7.11. Arbitration and Jurisdiction

- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the CEO, TNeGA.
- b) If the sole arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Sole Arbitrator shall be appointed by the CEO, TNeGA. The Sole Arbitrator so appointed shall proceed with the reference from the

stage, where his predecessor had left if both parties consent for the same.

- c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. Neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- d) The Sole Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- e) The venue of the arbitration shall be Chennai and language English. The fees of the sole arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- f) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.
- g) Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

8. Scope of Work

8.1. Background

TNeGA, as a State Nodal Agency, is responsible for driving all technology initiatives for the Government. TNeGA's primary aim is to develop low cost, technology enabled, scalable solutions to impact Governance and create an inclusive, equitable and universally accessible G2C service delivery mechanisms. TNeGA has established a Centre of Excellence in Emerging Technologies (CEET) focusing on AI, Blockchain, Data Analytics and is helping the Government adopt digital transformation in critical sectors such as Education, Healthcare & Agriculture. Accordingly, Government of Tamil Nadu has entrusted several major projects to TNeGA. Additionally, several Government departments & agencies have reached out to TNeGA to provide qualified IT human resources for their new/on-going e-Governance solution development/operational needs.

The objective of this RFP is to select agency(s) for providing HR/manpower services on outsourcing basis to TNeGA towards fulfilment of IT human resource requirements in a

timely manner. The selected agency(s) are expected to provide manpower services to TNeGA identifying suitable candidates for TNeGA’s human resource requirements, submitting the profiles, following-up with candidates and TNeGA during the evaluation process towards timely completion of the recruitment process, pay salaries to the selected candidates as fixed by TNeGA and managing the pay rolls of candidates. The bidder has to quote the service charge as a percentage of salary payable to the candidate selected through the bidding agency.

“Manpower Services” in this RFP means fulfilment of highly qualified human resource requirements skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D/Accounts/Admin by an agency/firm for engaging by its customers. The activities undertaken by the agency/firm would typically include identifying suitable candidates for a TNeGA’s human resource requirements, submitting the profiles to TNeGA, following-up with candidates and TNeGA during the evaluation process towards timely completion of the recruitment process and payroll processing services.

8.2. IT Human Resource Requirements

- (i) The Selected Agencies would be expected to provide validated profiles of suitable resources for the following categories of Professionals: The qualification for the following categories is given in **Annexure-IV**.

S.No.	Description	Approximate requirement
1	Assistant System Analyst/Assistant System Engineer	53
2	System Analyst / System Engineer	15
3	Senior System Analyst / Senior System Engineer	5
4	Others (Accountants/Assistants/Junior Assistants/Admin staff/Helpdesk Operators/Steno Typists/Personal Clerk/Office Assistants/Drivers/House keeping/Graphic Designer/Video Editor etc)	25

- (ii) The number of persons is only indicative which may vary based on the actual on the requirement and the selected bidder/ bidders is expected to provide any number of persons in any category. The indicative remuneration ranges from Rs.14,000/- to Rs.1,00,000/- per month per person depending on the category. The estimated approximate value of the Contract is Rs. 5 Cr (Rupees Five Crores) for 2 years.
- (iii) The selected Agency(s) is expected to provide any number of persons (subject to the provisions of the TT Act and TT Rules) in any category as per the requirement of the TNeGA.
- (iv) It is mandatory that the Selected Agency(s) has the capacity and capability to provide, on demand by TNeGA, resources satisfying any or all of the roles/skill areas as and when required. Further, TNeGA may add/modify the categories and roles/skill areas from time to time as per its needs.
- (v) The Selected Agency(s) should provide human resources for above categories as required by TNeGA on full time basis. The qualification, experience and responsibilities, salary, etc for each position will be provided by TNeGA at the time of notification of requirement. The deployment shall be anywhere in the state of Tamil Nadu. Frequent change of resources by the Agency(s) will not be entertained.
- (vi) The selected Agency(s) should not collect any payment on whatever name (registration fee, training fee, deposit etc.,) from the deployed persons. If the collection of payment from the deployed persons is established, TNeGA shall cancel the contract immediately.

8.3. Terms and conditions for Fulfilment of Resource Requirements

Notification of Resource Requirements and Submission of Profiles

1. TNeGA would notify its resource requirements with the details of educational qualifications, technical skills, industry experience, eligible salary details etc., to the selected agency(s) in writing (typically via email).
2. The Selected Agency is expected to submit a minimum of 02 profiles for each of the positions notified by TNeGA. The agency should submit additional profiles on demand by TNeGA if the initial set of 2 profiles do not meet TNeGA's requirements.
3. The Selected Agency is expected to carry out its due diligence of candidates before submitting their profiles to TNeGA. Such due diligence should minimally include candidate's technical suitability and interest/commitment in a contract role with TNeGA.
4. TNeGA's decision is final and binding on the selection of Agencies for the HR/manpower requirements in this regard.

Candidate Evaluation&SelectionProcess

5. TNeGA shall shortlist from the list of candidates based on the eligibility criteria determined by TNeGA, conduct technical interviews/evaluations and select candidates as per its requirement.
6. The selected Agency in mutual coordination with TNeGA shall arrange for interview of its proposed candidates within a maximum 05 working days from the date of the intimation by TNeGA to the selected Agency. The said timelines apply unless explicitly agreed to otherwise by TNeGA in writing.
7. The candidates would have to make their own arrangements to appear for the interview/evaluation. TNeGA would decide the mode and place of interview/evaluation.
8. TNeGA shall fix the salary for selected candidates and communicate the same to the Agency.

Resource Deployment

9. The selected Agency should ensure that a selected candidate would be able to join the organization within 30 days from the date of notification of selection made by TNeGA. The said timelines apply unless explicitly agreed to otherwise by TNeGA in writing. The deployment shall be anywhere in the state of Tamil Nadu.
10. After a resource is approved by TNeGA, change of personnel/deferment of deployment by the selected Agency is not allowed unless explicitly permitted by

TNeGA in writing. In case of non-compliance, TNeGA may levy penalty as per penalty clause on the successful bidder.

11. The selected Agency shall bear all travel and other costs incurred in deploying the personnel.
12. The resources being provided by the selected Agency under various categories will work under the overall supervision of TNeGA/line departments. The resources may be deployed for any project at the discretion of TNeGA/line department.
13. TNeGA/line departments shall arrange for laptops or desktops for the deployed resources and shall provide connectivity as per the needs. TNeGA/line departments will arrange for seating places.
14. The selected Agency should pass on the entire salary amount as fixed by TNeGA (subject to statutory deductions for EPF etc.,) to deployed person on or before 5th of every month without fail and should produce proof of payment to the complete satisfaction of TNeGA. The selected Agency shall send copy of salary slip of each resource deployed to TNeGA by e-mail without fail.
15. The selected Agency shall be liable for damages under the Information Technology Act and other prevalent laws of the country on account of any violation by the employees deployed.
16. The selected Agency shall be liable for all acts of omissions and commission by its employees deployed under this contract and TNeGA shall stand insulated against aggrieved third-party complaints against any civil or criminal actions of the successful bidder or its employees.

Replacement of Resources

17. Except as TNeGA may otherwise agree, no changes shall be made in the resources provided. If, for any reason beyond the reasonable control of the selected Agency, it becomes necessary to replace any of the resources, the selected agency shall forthwith provide as a replacement, a person of equivalent or better qualifications in agreement with TNeGA.
18. TNeGA will have the right to ask for replacement of any

person/persons on grounds of incompetence, conflict of interest, or willful misconduct etc., In such scenarios, the Agency will be instructed by TNeGA through written notice to change the staff. The replacement has to be to the satisfaction of the TNeGA. The Agency should provide replacements within 4 weeks of receiving such a notice.

19. In case of replacement initiated by TNeGA as well as planned separation by the employee from the Agency, the handover process to the new employee has to be initiated by the Agency in advance. The handover process should be for a minimum period of 2 weeks or as agreed mutually otherwise.
20. The new replacement employee will have to be approved by TNeGA prior to engaging in the handover process. The Agency will not charge TNeGA for the handover process.
21. It is expected that the Agency may have a separation notice period with the employee and will be informed of the employee separation by the employee, so as to make alternate arrangements during this notice period and replace the candidate, after due approval from TNeGA, as per the handover process mentioned above.
22. In the case of unplanned separation by the employee from the Agency, the latter should provide replacement within 2 weeks. The Agency should note that TNeGA expects such situations to be one-off and should be controlled through proper HR practices.
23. Failure on the part of the Agency to find a suitable replacement as specified, shall amount to a breach of the terms hereof and the TNeGA in addition to all other rights, have the right to claim damages and recover from the successful bidder all losses/ or other damages that may have resulted from such failure.
24. Penalties may be applicable if replacements are not provided adhering to SLAs as discussed and specified Section 10.
25. The successful bidder shall bear all additional travel and other costs

arising out of or incidental to any removal and/or replacement.

Processing payments

26. The Selected Agency would be eligible to receive Service Charges for the selected candidate only after the candidate joins TNeGA as per the terms & conditions in the offer. Payment would be made strictly in accordance with the SLAs and Payment terms as set forth in this RFP.
27. Separate claims are to be raised for the salary of the deployed person and service charges once in a month. The claim should be based on the position wise number of persons deployed in service in each month. Payment by TNeGA to the selected Agency be pro-rated based on the actual no. of days of work performed by the deployed resources (after adjusting for official holidays declared by Tamil Nadu Government).
28. The Manpower can avail list of holidays approved by Government of Tamil Nadu and 1 paid holiday in a month for each position. The paid holidays could be accumulated and availed continuously for a period not exceeding 6 days in a Calendar year.
29. The Agency shall provide group insurance to the persons deployed in TNeGA for a minimum value of Rs.2 lakhs for the period of contract with any of the approved insurers under IRDAI, to safeguard them against any accident, mishap, etc., and document to this effect may be produced along with the monthly Bill to indemnify TNeGA against any claim in this regard. The choice for the assured value shall be given to the employee and the cost for the premium shall be met from the remuneration to the persons and no additional charges in this regard shall be charged on TNeGA.
30. The Agency shall provide a dashboard / user login access to each person deployed which shall offer view of the breakup of remuneration, pay slip, ESIC, EPF, remittance, Insurance premium, Professional Tax, Form 16 etc., for view and download. The Agency shall also provide an access to TNeGA for viewing the same. However, this does not relieve the Agency from submitting the proof of documents as mentioned in the Section 16 Payments Terms.
31. The claim should be supported with the proof of payment of salary approved by TNeGA to the persons deployed.

32. The payment will be made upon verification of biometric attendance / work sheet of the persons deployed and submission of proof for payment and remittance of the previous month statutory dues ESIC, EPF, Professional Tax (half yearly), Income Tax (quarterly), Group Insurance Premium receipt etc., by the Bidder.
33. The payment will generally be settled within 15 days from the date of receipt of bills.
34. The mode of payment will be through Electronic Clearance System(ECS) or crediting in the account of the respective bidder for which bank name, Branch, type of account, account No., etc. or the cancelled cheque should be furnished.
35. Income Tax: As per the Income Tax Act and Rules, Income Tax, Surcharge, Educational Cess etc., and any other appropriate levy to Govt. as may be notified from time to time will be deducted from each bill towards Income Tax Deducted at Source(TDS),
36. The Successful Bidder hereby agrees to get the refund of incentive, if the Government or any other appropriate agency reduces the Excise duty or Service/Sales tax or give incentive of any type retrospectively after releasing the Payment failing which action will be taken to recover the balance amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.
37. Penalty amount if any, will be adjusted in the payment due to the TNeGA.
38. All taxes and other levies imposed by Governments in India will be paid actual as applicable.
39. If a selected candidate is found to have misrepresented any facts during the course of his/her candidature, TNeGA would take appropriate action including withdrawal of the selection, termination of the candidate and any other action as deemed fit by TNeGA. The Agency would not be entitled to any further Service Charge in case TNeGA terminates the contract of an employee on account of misrepresentation of facts presented during the course of his/her candidature.
40. As per industry best practices, it is expected that the Agency normally would not charge the candidates appearing through them for their candidature to contract roles

at TNeGA. In any case, TNeGA does not take any responsibility of any amount/fees/charges by whatever name called, which the agency may charge from the prospective candidates who come through the agency. TNeGA will not be a party to any such dealing and strongly discourages this practice.

9. Implementation Timeline

Milestone	Timelines
Award of Contract (LOA)	T1
Provide performance Bank guarantee, signing of contract and issue of work order	T2=T1+10 days
Providing HR/manpower services on outsourcing basis as defined in the scope of work and as per the terms and conditions of this RFP	T3=T2+2 years

The period of contract shall be 2 years. If required, TNeGA reserves the right to extend the period of contract for a further period of One year under the same terms and conditions of the contract, based on the satisfactory performance from the selected Agency.

10. SLA Monitoring

The following Service Levels are expected from the Selected Agency throughout the contract period and in case of lapses, penalties as stated below are applicable. The penalty shall be deducted while making payments to the invoices raised by the agency for the services provided.

#	Service	Expected Service level	Penalty level in of default
1	Deployment of personnel during the Contract period.	30 days from the date of notification of selection by TNeGA	10% of monthly service charge payable to the Agency for deployment of the particular candidate.
2	Planned Replacement of Personnel	<p>Any planned replacement of resource should be notified to TNeGA at least 4 weeks in advance. Replacement resource should be deployed within 2 weeks of last working date of resource being replaced. The profile of replacement resource should be submitted to TNeGA for interview & technical evaluation. The Agency should submit additional profiles if sought by TNeGA.</p> <p>The handover/knowledge transfer process needs to be documented as per RFP and duly certified by the TNeGA/line department and the selected Agency.</p>	10% of monthly service charge payable to the Agency for deployment of the particular candidate.
3	Unplanned Replacement of Personnel	<p>No. of instances of unplanned replacement in a month shall not be more than 1% of total no. of resources deployed in that month. Replacement resource should be deployed within 2 weeks of last working date of resource being replaced. The profile of replacement resource should be submitted to TNeGA for interview & technical evaluation. The Agency should submit additional profiles if sought by TNeGA.</p> <p>The handover/knowledge transfer process needs to be documented as per RFP and duly certified by the TNeGA/line department and the selected Agency.</p>	10% of monthly service charge payable to the Agency for deployment of the particular candidate.

#	Service	Expected Service level	Penalty level in of default
4	Submission of all monthly compliance reports to TNeGA as per prescribed format within the stipulated timeframe (unless exemptions are agreed to/provided by TNeGA in writing).	100% Compliance	2% of Total Monthly Service Charge Due to the Agency in the particular month.
5	Willful absence of deployed resources without permission of TNeGA for more than 7 consecutive working days.	100% attendance except permitted leave of absence.	Over and above the deduction of person-month rate of the absentee resource for the absence period, a penalty of twice the amount payable (per day) for the absentee resource for the period of absence may be levied.

- (a) If the penalty levied on a successful bidder in a financial year exceeds 10% of the amount paid to the bidder during that financial for the delivery of services as per this RFP, TNeGA reserves the right to invoke termination clause or terminate the contract all-together.
- (b) If the successful bidder is not able to fulfill any resource requirements for a period of six consecutive months, TNeGA reserves the right to invoke termination clause or

terminate the contract all-together. This clause may not apply where the failure of the successful bidder could be attributed to TNeGA for not opening any positions for recruitment in the said period.

- (c) TNeGA also reserves the right to invoke the Performance Security furnished by the successful bidder at the time of signing the Contract with TNeGA, if for any reason stated in the Contract document, the Contract of the successful bidder is terminated.
- (d) TNeGA reserves the right to ask for additional amount as Security Deposit in case the outstanding penalties exceed the Security Deposit.

11. Change Request

- a) All change requests that may be required for any reason by TNeGA shall be made in accordance with the procedures to be established by TNeGA in this regard.
- b) The Service Levels may change as the roles and responsibilities evolve over the course of the Contract period.
- c) Any changes to the Service Level provided during the term of the Contract between TNeGA and the Selected Agency(s) and as defined above, will be requested, documented and negotiated in good faith by TNeGA and the Selected Agency(s). Change in Service Level can be requested by either party (TNeGA or Selected Agency(s)).
- d) Upon receiving any revised requirement in writing, from TNeGA, the Selected Agency(s) would discuss the matter with TNeGA to gain a better understanding of the requirement.
- e) In case such requirement arises from the side of the Selected Agency(s), it would communicate in writing the matter with TNeGA as well as discuss the matter, giving reasons thereof.
- f) In either of the two cases as explained above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change in Service Levels or not.
- g) If it is mutually agreed that such requirement constitutes a "Change in Service Levels" then a new Service Level Agreement will be prepared and signed by the Selected

Agency(s) and TNeGA to confirm a "Change in Service Level" and will be documented as an addendum to this Contract.

- h) In case, mutual Agreement is not reached, TNeGA has the right to exit the contract based on the change in requirement.

12. Confidentiality

The selected agency(s) and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of TNeGA or its clients without the prior written consent of TNeGA.

13. Intellectual Property Rights (IPR)

- a) The ownership and IPR of the deliverables made under this Contract would always rest with TNeGA. The ownership and IPR of the Proprietary tools and/or other tools used by the successful bidder or third party or parties for the purpose of making the deliverables would always rest with the respective parties. The successful bidder would disclose such tools to be used under this Contract to TNeGA.
- b) The selected bidder or any of its personnel, shall not retain any raw data/ intermediate data/ finished product/ customized solution/ source code/initial, intermediate & final reports etc. generated or shared with the successful bidder as part of this project. All such data / information should be transferred to TNeGA when the personnel deployed by the successful bidder leave the project and/or when the contract is terminated/expires, by not keeping any copy of such data.
- c) Intellectual Property Rights (IPR) of all the deliverables, including data captured, source code, intermediate data, all information pertaining to customized development of application / software component etc., shall remain with TNeGA/line departments.
- d) The selected bidder or any of its personnel shall not keep/ store/ distribute copy of raw as well as developed data at its premises or elsewhere without the knowledge of TNeGA during and after the completion of the contract period.

- e) The selected bidder/its personnel shall delete all such copies of data available with them during the closure of the contract and submit an undertaking to TNeGA on the compliance of same.
- f) Any breach of trust/ source code/ IPR during the project may lead to termination of the project and necessary action/ legal proceeding as deemed fit by TNeGA.

14. Review and Monitoring

- a) The successful bidder would be accountable to TNeGA for successful implementation of the contract. TNeGA will hold review meetings and the successful bidder should report the progress to TNeGA and adhere to the decisions made during the review meeting.

15. Exit Clause

- a) At the time of expiry of contract period, as per the contract between the parties, the successful bidder should ensure a complete knowledge transfer to the new professional replacing them within a period of 4 weeks. The successful bidder at the time of exit process will supply the following.
 - i. All information relating to the work rendered
 - ii. Project data and confidential information
 - iii. All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to TNeGA or any other agency identified to carry out due diligence in order to transition the provision of services to TNeGA or any other agency identified.
 - iv. All properties provided by TNeGA shall be returned.
 - v. Before the date of exit, the successful bidder shall deliver to TNeGA all new and updated deliverables and shall not retain any copy thereof.

16. Payment Terms

- a) Payment terms & schedule - Payments (Service charges) to the Agency shall be made on the services provided by the successful bidder as per the Scope of Work mentioned under the RFP/Contract signed between the successful bidder and TNeGA. The service charge quoted in the financial bid should be firm for the entire contract period and shall

be inclusive of everything. No other charges will be allowed by the TNEGA other than the service charge.

- b) *Manpower Services* Separate claims are to be raised for the salary of the deployed person and service charges once in a month. The claim should be based on the position wise number of persons deployed in service in each month.

Payment by TNeGA to the Selected Agency would be pro-rated based on the actual no. of days of work performed by the deployed resources (after adjusting for official holidays declared by Tamil Nadu Government).The Manpower can avail list of holidays approved by Government of Tamil Nadu and 1 paid holiday in a month for each position.The paid holidays could be accumulated and availed continuously for a period not exceeding 6days in a Calender year.

- c) The claim should be supported with the proof of payment of salary approved by the TNeGA to the persons deployed.
- d) The payment will be made upon verification of biometric attendance / work sheet of the persons deployed and submission of proof for payment and remittance of the previous month statutory dues ESIC, EPF, Professional Tax (half yearly), Income Tax (quarterly), Group Insurance Premium receipt etc., by the Bidder.
- e) The payment (along with GST as applicable) will generally be settled within 15 days from the date of receipt of bills.
- f) The mode of payment will be through Electronic Clearance System(ECS) or crediting in the account of the respective bidder for which bank name, Branch, type of account, account No., etc. or the cancelled cheque should be furnished.
- g) Income Tax: As per the Income Tax Act and Rules, Income Tax, Surcharge, Educational Cess etc., and any other appropriate levy to Govt. as may be notified from time to time will be deducted from each bill towards Income Tax Deducted at Source(TDS),
- h) The Successful Bidder hereby agrees to get the refund of incentive, if the Government or any other appropriate agency reduces the GST or give incentive of any type

retrospectively after releasing the Payment failing which action will be taken to recover the balance amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.

- i) Penalty amount if any, will be adjusted in the payment due to the TNeGA.
- j) All taxes and other levies imposed by Governments in India will be paid actual as applicable.
- k) Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle (monthly). The penalties may be adjusted in the payment due to the successful bidder in the subsequent month.
- l) The selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices (in triplicate) describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract. The Selected Bidder shall submit the invoice for payment on a quarterly basis.
- c) In case of early termination of the Contract between the TNeGA and the successful bidder, the payment shall be made to the successful bidder as mentioned herewith only towards performance of the contract to the extent not terminated.
- m) Due payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- n) The currency in which payments shall be made to the supplier/selected bidder under this Contract shall be Indian Rupees (INR) only.
- o) All remittance charges will be borne by the supplier/selected bidder.
- p) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- q) The TDS amount, Penalty if any, will be deducted from the payment of successful bidder.
- r) The Taxes as applicable during the contract period as specified in the Tender will be paid by TNeGA. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to TNeGA.

s) The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc., now or hereafter imposed to the respective statutory authorities. TNeGA will not be responsible or liable for default on payment of axes to the statutory authorities.

APPENDIX – I: Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper)

To

The Chief Executive Officer,
Tamil Nadu e-Governance Agency,
807,2nd floor, PT Lee ChengalvarayanNaicker Building,
Anna Salai, Chennai – 600002

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgment of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as "the Bank") in favor of CEO, TNeGA, registered under Societies Act and wholly owned by Government of Tamil Nadu and having its Registered office at No.807, 2nd Floor, PT Lee ChengalvarayanNaickerBuilding, Anna Salai, Chennai- 600 002 (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs._____/ - (Rupees _____ Only) as per the request of M/s. _____having its office address at _____ (hereinafter referred to as "Successful Bidder") against Letter of Acceptance reference _____ dated __/__/____ of M/s. Tamil Nadu e-Governance Agency for Selection of **Agency for**

Selection of Agency for providing human resources on Outsourcing basis to various needs of Tamil Nadu e-Governance Agency for a period of 2 years .

This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/ - (Rupees _____ Only) and the guarantee shall remain in full force upto ___ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ___months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled / Nationalized Bank for the sum specified therein as security for compliance with the Successful Bidder performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Successful Bidder a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder up to a total of Rs._____/ - (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____/ - (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Successful Bidder.

This Guarantee is valid until ___ months from the date of Bank Guarantee. Notwithstanding, anything contained herein, our liability under this guarantee shall not exceed Rs._____/ - (Rupees _____ Only). This Bank Guarantee shall be valid up to ___ months from the date of Bank guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before_____.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this.....at

Witness:

(Signature)

(Name in Block Letters)

AnnexureII: Bidder's Self-Assessment Sheet for Eligibility Criteria

[To be filled in by the bidder and submitted along with the bid documents.]

S.No.	Eligibility Criteria	Documents to be submitted	Compliance to Eligibility Criteria (Yes/No)	Documentary Evidence Submitted
1	The bidder should be a Company registered under Indian Companies Act, 1956 or Indian Companies Act 2013 or a Partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 or Proprietary firm with their registered office in India and must have 3 years of existence in India as on date of submission of bids.	(i) Copy of the Certificate of Incorporation/certificate of registration attested by authorised signatory of the bidder and (ii) Copy of GST registration certificate and PAN allotment certificate issued by Income Tax department and (iii) Certificate issued by the CA (with CA's Registration Number/ Seal) regarding the bidder having operations in India for the last three years i.e. FY 2018-19, FY 2019-20, FY 2020-21.		

2	<p>The bidder must be in the business of providing HR/ Manpower services (placement of qualified human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D on outsourcing basis to public/private sector enterprises in India for at least the last three financial years, i.e. FY 2018-19, FY 2019-20, FY 2020-21.</p>	<p>List of clients to whom human resources already deployed along with the Letter of Acceptance/Work orders issued by the clients in the the last three financial years, i.e. FY 2018-19, FY 2019-20, FY 2020-21.</p>		
3	<p>The bidder should have successfully outsourced at least 200 IT human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D,at public/private sector entities in India during the last two financial years i.e. FY 2019-20, FY 2020-21.</p>	<p>(i)Letter of Acceptance/ Work order along with performance certificate issued by the clients indicating total no. of IT human resources successfully placed by the bidder during the last two financial years i.e. FY 2019-20, FY 2020-21. (OR) (ii)Certificate issued by the CA (with CA's Registration Number /Seal) regarding total</p>		

		no. of IT human resources successfully placed by the bidder.		
4	The Bidder should have an average annual turnover of at least Rs.7 Crores from its Manpower Services (placement of qualified human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D/Accounts/Admin and managing their pay rolls) from operations in India during the last three financial years i.e. FY 2018-19, FY 2019-20, FY 2020-21.	Extracts from Audited and certified Balance Sheet & Profit/Loss Account statement for last 3 financial years, i.e. FY 2018-19, FY 2019-20, FY 2020-21. For FY2020-21, provisional statement is acceptable. (OR)Certificate from CA (with CA's Registration Number/Seal).		
5	The Bidder should have a positive net worth during the last three financial years i.e. FY 2018-19, FY 2019-20, FY 2020-21.	Certificate from the CA for the net worth during the last three financial years i.e. FY 2018-19, FY 2019-20, FY 2020-21.		

6	The Bidder should have executed an SINGLE order of value of more than Rs.15 lakhs for providing human resources to any State/Central Government departments or PSU or Nationalized Banks in India during last 3 years as on 31.03.2021	Relevant copies of work orders and performance certificate obtained from the client		
7	The bidder should have financial capability to handle the services by mobilizing Rs.25 lakhs per month in advance to disburse payment to the resources deployed for atleast ONE month without awaiting payment from TNeGA	Nationalised Banker's certificate to this effect to be produced.		
8	The Bidder should adhere to all statutory obligations especially PF, ESI, Minimum wage requirement for their Deployed resources.	a) Bidder's Establishment PF code No. and submit Annual Return Acknowledgment for last 3 years.		

		<p>b) ESI Registration No. for the establishment to be submitted.</p> <p>c) Self declaration signed by the CEO/Authorized signatory commitment such as PF and ESI during 3 years</p>		
9	<p>The Bidder should have at least one office in Chennai or should furnish an undertaking to open an office in Chennai within 15 days of receipt of award of work (Letter of Acceptance)</p>	<p>The copy of Property tax bill/ Electricity Bill/ Telephone Bill /G.S.T.- C.S.T.Registration/Lease agreement should be submitted as proof Or Undertaking Letter from the authorized signatory</p>		

Annexure III: Model Manpower Services Agreement

(To be executed on a Rs. 100/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder)

(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)

This CONTRACT is made at Chennai on the..... day of 2020

BETWEEN

Tamil Nadu e-Governance Agency, registered under the Tamil Nadu Societies Registration Act 1975 and having its Registered Office at 807, P.T.LEE Chengalvarayan Building, Anna Salai, Chennai - 600002, being the Service recipient (hereinafter referred to as "TNeGA" which expression shall unless repugnant to the context mean and include its successors and assigns) on Behalf of Government of Tamil Nadu of the FIRST PART.

AND

....., a firm represented herein by, agedyears and having its Registered office at(hereinafter referred to as "Successful bidder" or "Selected Agency" which expression shall unless repugnant to the context mean and include its successors and assigns) of the SECOND PART.

Whereas, TNeGA invited a tender vide **Tender Ref: Tender Ref No: TNeGA/OT/HRO/2021-2022** for providing human resources on Outsourcing basis to various needs of Tamil Nadu e-Governance Agency for a period of 2 years as per the scope of work and the terms and conditions prescribed in the Tender document.

Whereas TNeGA and the Successful Bidder in pursuance thereof have arrived at the following terms and conditions.

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

1) Purpose

- a. The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between TNeGA and Empaneled Agency to perform the considerations (hereinafter called "Purpose") set forth in below:

2) Definition

- a. For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Successful Bidder in violation of this Agreement)
 - i. is lawfully acquired by the Successful Bidder from an independent source having no obligation to maintain the confidentiality of such information
 - ii. was known to the Successful Bidder prior to its disclosure under this Agreement
 - iii. was or is independently developed by the Successful Bidder without breach of this Agreement(or)
 - iv. is required to be disclosed by governmental or judicial order, in which case Successful Bidder shall give the TNeGA prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the TNeGA to seek a protective order or other appropriate remedy at TNeGA' s sole costs.
- b. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

3) No Licenses

- a. This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

4) Disclosure

- a. Successful bidder agrees and undertakes that it shall not, without first obtaining the written consent of the TNeGA, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.
- b. The Successful Bidder shall use the same degree of care and protection to protect the Confidential Information received by it from the TNeGA as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
- c. TNeGA shall not be in any way responsible for any decisions or commitments made by Successful Bidder in relying on TNeGA's Confidential Information.

5) Return or Destruction of Confidential Information

- a. The parties agree that upon termination/expiry of this a or at any time during its currency, at the request of the TNeGA, the Successful Bidder shall promptly deliver to the TNeGA the confidential information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Successful Bidder or its affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

6) Independent Development and Residuals

- a. Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Successful Bidder from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Successful Bidder does not violate any of its obligations under this Agreement in connection with such development.

7) Injunctive Relief

- a. The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

8) Non-Waiver

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

- 9) This Contract shall remain in force during the Contract period of 36 months as per the Deliverables and Scope of work from the date of signing of this contract.

- 10) The Successful Bidder agrees to deliver the services as per the scope indicated in the Tender Scope of Work Clause 8 of this Tender within the stipulated period prescribed by TNeGA at the cost arrived at in the PRICE BID. This cost is firm and not subject to enhancement.
- 11) The Contract or any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of TNeGA.
- 12) Neither TNeGA nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
 - a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared.
 - c) Accidents or disruptions including, but not limited to fire and explosions.
- 13) The RFP document in relation with this RFP shall be deemed to form and be read and construed as part of this Contract. The Tender enclosures, the offer submitted by the Successful Bidder, the finalized Terms and Conditions and the LoA/Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the RFP document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.
- 14) Liquidated Damages (LD) – as per clause 7.9 of this RFP
- 15) Service Level Agreement – as per clause 10 of this RFP
- 16) Implementation Timeline– as per clause 9 of this RFP
- 17) Payment Terms – as per clause 16 of this RFP
- 18) The Successful Bidder shall be liable and/or responsible for the compliance of all Statutory Provisions, especially those relating to Labour Laws in respect of this Contract.
- 19) Any notice from one party to the other given or required to be given hereunder shall be given by either:
 - a) Mailing the same by registered mail, postage prepaid, return receipt requested;
 - or
 - b) Having the same delivered by courier with receipt acknowledged at the address

set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.

20) In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, TNeGA reserves the right to recover costs/liabilities arising directly due to such breach from the Successful Bidder.

21) Termination of Contract – as per clause 7.6 of this RFP

IN WITNESS WHEREOF the Parties have by duly authorized Representatives set their respective hands and seal on the date first above

Signed by:

(Name and designation) For and on behalf of TNeGA

(FIRST PARTY)

Signed by:

(Name and designation) For and on behalf of Selected Agency (Successful bidder)

(SECOND PARTY)

WITNESSES:

1. (for FIRST PARTY)
2. (for SECOND PARTY)

Annexure IV: Qualification for the proposed human resources

S.No.	Description	Qualification
1	Assistant System Engineer	Must hold a degree of Bachelor of Engineering (B.E) or a Bachelor Technology (B.Tech) with Computer Science and Engineering or computer Engineering or information Technology or Electronics and communication Engineering or Electrical and Electronics Engineering as main subject from any recognized University;
2	Assistant System Analyst	Must hold a degree of Bachelor of Engineering (B.E) or a Bachelor Technology (B.Tech) with Computer Science and Engineering or computer Engineering or information Technology or Electronics and communication Engineering or Electrical and Electronics Engineering as main subject or a post Graduates degree in computer Applications (MCA) or computer science or information Technology as main subject from any recognized University. Candidates with Master degree in Computer Application should have a Bachelor degree in science or Mathematics from any University recognized by the University Grants Commission (UGC)
3	System Engineer	Must hold a degree of Bachelor of Engineering (B.E) or a Bachelor Technology (B.Tech) with Computer Science and Engineering or computer Engineering or

S.No.	Description	Qualification
		information Technology or Electronics and communication Engineering or Electrical and Electronics Engineering as main subject from any University recognized by the University Grants Commission (UGC) and should have 5 years of experience as software professionals or in project/ contract management
4	System Analyst	Must hold a degree of Bachelor of Engineering (B.E) or a Bachelor Technology (B.Tech) with Computer Science and Engineering or computer Engineering or information Technology or Electronics and communication Engineering or Electrical and Electronics Engineering as main subject or a post Graduates degree in computer Applications (MCA) or computer science or information Technology as main subject from any recognized University. Candidates With master degree in Computer Application should have a Bachelor degree in science or Mathematics from any University recognized by the University Grants Commission (UGC) and should have 5 years of experience as software professionals or in project/ contract management
5	Senior System Engineer	Must hold a degree of Bachelor of Engineering (B.E) or a Bachelor Technology (B.Tech) with Computer Science and Engineering or computer Engineering or information Technology or

S.No.	Description	Qualification
		Electronics and communication Engineering or Electrical and Electronics Engineering as main subject from any University recognized by the University Grants Commission (UGC); and and should have 10 years of experienceas software professionals or in project/ contract management
6	Senior System Analyst	Must hold a degree of Bachelor of Engineering (B.E) or a Bachelor Technology (B.Tech) with Computer Science and Engineering or computer Engineering or information Technology or Electronics and communication Engineering or Electrical and Electronics Engineering as main subject or a post Graduates degree in computer Applications (MCA) or computer science or information Technology as main subject from any recognized University. Candidates With master degree in Computer Application should have a Bachelor degree in science or Mathematics from any University recognized by the University Grants Commission (UGC) and should have 10 years of experience as software professionals or in project/ contract management
7	Others (Accountants/Assistants/Junior Assistants/Admin staff/Helpdesk Operators/Steno	Accountant – B.Com with experience in Tally or any other accounting software

S.No.	Description	Qualification
	Typists/Personal Clerk/Office Assistants/Drivers etc)	<p>Assistants/ Junior Assistants/ Admin staff – Any degree with familiarity in Ms-Office</p> <p>Personal Clerk/ Steno Typists – Any degree with familiarity in Ms-Office and Shorthand</p> <p>Drivers – 5th Standard Pass with Valid Driving License for LMV</p> <p>For rest of the categories, qualification will be informed as and when the requirement is needed.</p>