

Request for Proposal
for
Development & Maintenance of Website and Mobile Based
Application for Tourism Corporation of Manipur Limited

TOURISM CORPORATION OF MANIPUR LIMITED
REGD OFFICE: THE DIRECTORATE OF TOURISM,
NORTH A.O.C, IMPHAL,
IMPHAL WEST, MANIPUR, INDIA, 795001
CIN: U55209MN2016SGC013482
Website: manipur tourism.gov.in; email: manipur tsm@gmail.com

TENDER NOTICE

TOURISM CORPORATION OF MANIPUR LIMITED invites tenders under Two Bid Systems (Technical & Commercial Bid) from interested Agencies/Firms for Development & Maintenance of Website and Mobile Based Application for Tourism Corporation of Manipur Limited.

Sl No.	Particulars	Description
1	Address of the authority inviting RFP/Tender	TOURISM CORPORATION OF MANIPUR LIMITED Directorate Of Tourism, Government Of Manipur, North AOC, Near Hotel Imphal, Imphal -795001
2	RFP/ Tender Reference No.	2/08/2020-TCML
3	Last date and time for submission of queries.	15.03.2020 upto noon through e-mail: manipurism@gmail.com
4	Tender fee	Rs. 10000/- (Rupees Ten Thousand Only) - Non-Refundable
5	Earnest Money Deposit (EMD)	Rs. 100000/- (Rupees One Lakh Only) through DD payable to Managing Director , TCML
6	Last date of submission of Bid Documents along with tender fee and EMD	24.03.2020 at 12.00 Noon
7	Technical Bid opening Date and Time	26.03.2020 at 03.00 PM
8	Presentation	26.03.2020 at 04.00 PM
9	Tender documents available and subsequent clarification / modification/ corrigendum , if any	http://manipuritenders.gov.in , www.maniputourism.gov.in
10	Financial Bid Opening Date and Time	26.03.2020 at 5:30 PM

A firm will be selected under "Quality and Cost Based System (QCBS)" and procedures described in this RFP. The bidders would be responsible for ensuring that any addendum/ corrigendum available on the website is also downloaded and incorporated.

a. Instruction to Bidders

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Failure to furnish the information required in the tender document or submission of a bid not substantially responsive to the tender in every respect will be at the bidder's risk and may result in rejection of its bid.
2. Period of validity of bids - The Bids submitted shall be valid for 120 days from the date of opening of Technical bid.

3. Tender Fee and Earnest Money Deposit (EMD)

- a) Tender Fee of Rs. 10,000/- (Rupees Ten Thousand only) and Earnest Money Deposit of Rs 1,00,000/- (Rupees One Lakh only) in the form of a Demand Draft drawn on any Commercial Bank in favour of The Managing Director, Tourism Corporation of Manipur Limited.
- b) The same should reach the Project Director, Tourism Corporation of Manipur Limited, 1st Floor, Directorate of Tourism, North AOC, Near Hotel Imphal, Imphal-795001, on or before the due date and time for submission of bids failing which offer will be liable for rejection.
- c) Bids submitted without Tender Fee and EMD will stand rejected. EMD will not be accepted in the form of cash. No interest is payable on EMD.
- d) The EMD of unsuccessful bidder(s) will be returned within one month from the date of the placing of the final order on the selected bidder.
- e) The EMD for successful bidder shall be refunded without any interest after submission of Performance Guarantee as mentioned later in this document.
- f) However if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidder.
- g) The successful bidder, on award of contract / order, must send the contract/order acceptance in writing, within 7 days of award of contract/order, failing which the EMD will be forfeited.
- h) The EMD shall be forfeited, if the bidder withdraws the bid during the period of bid validity specified in the tender/during the course of award of work order/during work in progress stage.

4. Preparation and Submission of Bid:

The bidder shall submit the bid as described below:

- i) For submission of the bid, the bidder is required to submit the technical and financial bids. The original copy of the tender (counter signed by the bidder) along with the documents required under the Technical Bid is to be kept in one envelope superscripted 'A' – Technical Bid and the Financial Bid should be kept in another sealed envelope superscripted 'B' – Financial Bid. Both the bids then should be kept in another sealed envelope superscripted Tender Specification No. and addressed to the Project Director, Tourism Corporation of Manipur Limited, Directorate of Tourism, Government of Manipur, North AOC, Near Hotel Imphal, Imphal -795001 along with name and address of the bidder. Late submission of Proposals shall not be entertained.
- j) Conditional proposals shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
- k) Bidders are advised to submit the proposals well before time to avoid last minute issues.

5. Rate Quotation

- a) Rates Quoted should be for Development & Maintenance of Website and Mobile Based Application for Tourism Corporation of Manipur Limited for a period of 3 (Three) years from the date of Go-Live of the website and mobile application and
- b) The rates quoted should be inclusive of rates for collection of information/data/photographs for the period.
- c) Rates quoted shall be inclusive of all taxes.

6. Bid Evaluation

- a) Technical bid along with Eligibility Criteria will be evaluated first. The bidder should score a minimum of 40 marks in the technical bidding to qualify for the financial bid.

- b) Financial bids of only those Bidders who have been qualified in the Technical bid along with Eligibility Criteria will be opened.

7. Interpretation of the clauses in the Tender Document / Contract Document - In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, interpretation of clauses by the Project Director, Tourism Corporation of Manipur Limited, shall be final and binding on all parties.

b. Eligibility Criteria

1. The bidder should be a company registered/partner/proprietary under Companies Act.
2. The bidder should have an experience of at least 5 years as on 01.03.2020 in software development and maintenance.
3. The bidder should have average turnover of Rs. 50 Lakh during the last three completed financial years i.e. 2016-17, 2017-18 and 2018-19.
4. The bidder should never have been blacklisted/barred/disqualified by regulator/statutory body or any PSU.
5. The bidder must have a valid GST registration Certificate and Pan Number.

Note:

- a. Details are to be furnished as per **Annexure I (Eligibility Criteria)** Supporting documents should be arranged /numbered in the same order as mentioned.
- b. All certificates or documents should also be self-attested and attached together.
- c. Failure to meet any criteria will disqualify the bidder and it will be eliminated from the further process.
- d. Tourism Corporation of Manipur Limited reserves the right to verify and/ or to evaluate the claims made under eligibility criteria and any decision in this regard shall be final.
- e. At a later stage if it is found that, the bidder has provided false information or has wrongly certified any of the documents in support of eligibility criteria, the bidder shall be liable for legal action/ or cancellation of contract.



c. Selection Process

The Applicants shall submit the Technical Proposal & Financial Proposal as per Annexures II and III of the RFP. The Tourism Corporation of Manipur Limited has adopted a Two Stage Selection Process (collectively the "Selection Process") for evaluating the Proposals comprising technical and financial bids received. The Method of selection will be on Quality (70%) cum Cost (30%) Based Selection (QCBS) -70:30. The technical quality of the proposal shall be given weightage of 70% with a minimum qualifying mark of 40 out of 70 and shall be calculated as under:

Sl. No.	Details	Bidders response enclose the proofs
1	Average annual turnover of bidder in last 3 (Three) financial years: 50 – 75 Lakh :10 Marks 75 – 100 Lakh :12 Marks More than 1 crore :15 Marks	15
2	Experience of Developing Websites, Mobile Applications (Android and IOS): 5-7 years :10 Marks 7-9 years :12 Marks More than9 years :15 Marks	15
3	Working with Government Departments (along with recommendations if any). Mention No. of Websites, Mobile Apps (Android and IOS) Developed and Maintained in Government Sector.	20
4	Innovative Ideas (For developing / maintaining of software online portals). ✓ Submit samples of Home Page & Inside Page for website and mobile application	20
5	Presentation: ✓ Profile of Company ✓ Working Demo of website and mobile application	30
	Total	100

The proposal with the lowest cost may be given a financial score of 100 and the other proposal will be given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weightage of 30%. For working out the combined score, the Tourism Corporation of Manipur Limited will use the following formula:

Example:

Stage 1. Technical Bids Evaluation (Table A)

Bidder details	Technical Marks obtained(Out of 100)
Bidder 1	85
Bidder 2	75
Bidder 3	80

Stage 2. Normalization of marks: (Table B)

Normalised score = (Technical marks obtained by the bidder under consideration/Highest technical marks)*100

Bidder Details	Normalised score
Bidder 1	(85/85)*100 =100
Bidder 2	(75/85)*100= 88
Bidder 3	(80/85)*100=94

- Based on the results of Technical evaluation, Commercial bids for those bidders will then be opened who qualify in the Technical evaluation.
- The Financial bid amount shall be converted into financial score, while considering the commercial quote given by each of the Bidders in the commercial bid as follows:

Commercial Score of a Bidder = {Lowest commercial bid/Quote of bidder under consideration}*100

Example: (Table C)

Bidder Details	Commercial quote	Calculation	Commercial score
Bidder 1	1,30,000	{1,00,000/1,30,000}*100	77
Bidder 2	1,20,000	{100,000/1,20,000}*100	83
Bidder 3	1,00,000	{100,000/1,00,000}*100	100

Final Score Calculation through QCBS

The final score will be calculated through Quality and Cost Selection method based with the following weightage:

Technical: 70%

Commercial:30 %

Combined Technical and Financial score = (0.70*Technical score)+(0.30*Commercial Score)

Example: (Table D)

Bidders	Technical Score (i) (0.7xNormalised Technical Score)	Financial Score (ii)(0.3 Normalised Financial score)	Final Score(70:30) = (i) + (ii)	Rank of the bidder
Bidder 1	70	23.10	93.10	H2
Bidder 2	61.60	24.90	86.50	H3
Bidder 3	65.80	30	95.80	H1

The proposals will be ranked in terms of total scores of each applicant. The proposal with the highest total score (H-1) will be considered for award of contract and will be called for negotiations, if required.

d. Scope of Work

The selected bidder will be responsible for carrying out the following activities:

Conceptualisation, Designing, Development, Implementation & Maintenance of the Tourism Corporation of Manipur Limited.

The selected Bidder shall be responsible for end to end managed services for design, development and implementation of the website and the mobile application, and provide necessary maintenance support services for a period of 3 (Three) years from the date of Go-

Live of the website and the mobile application and/or extendible as per mutually agreed terms.

i. Website Development

The Selected bidder shall take over the current website, collect information and photographs and redesign the same by using state-of-the-art technology in consultation with various stake-holders.

The website should have the following features:

User Centric Design

The website is intended to be the main brand portal and application for Tourism Corporation of Manipur Limited and must involve a user centric design paradigm that focuses on the Tourists and their needs and the fastest way for them to access the information they seek.

Rich Media content

All Photograph and Videos to be used with prior approval from the Tourism Corporation of Manipur Limited must cover the tourism objective and must be available with high resolution. The content should be fine-tuned to account for different device form- factors, network bandwidth etc.

General Information:

Travel guidelines, Weather information and forecast (integrated with weather widget), Holiday list, Hotel location and distance from prominent locations like airport railway station, attractions etc., Manipur's specific information on history, geography, culture, weather, time zone, landscapes, tiger reserve etc., Links to important websites – airlines, railways, bus services, car rental, tourism offices etc., Links to social media pages, FAQs, Festivals and events, Cuisines, Details of selected places in form of overview – summary and detailed, picture gallery, videos, brochures. Additional information of place in form of how to reach, location on map, places nearby, local events and festivals, best time to visit, weather information, what to buy, where to stay, things to do, important contacts.

Social Features

Visitors can share website information via social networking websites e.g. Facebook, Instagram, twitter etc. Tracking, Measurement, Reporting & Analysis

Content Management System

- The CMS should be flexible and user friendly to allow extensive use by users of varying levels of technical knowledge.
- The proposed website will be comprised of both static and dynamic components and will be developed with various features and dynamic modules.
- Creation and Maintenance of a comprehensive Content Management System as a single repository for storage of all types of Website such as video and images along with controlling placement of content.
- The website should support multisite management which helps in sharing the content/users across multiple sites and managing content from a single point.
- Ease of modification of presentation of the site without changing the content.



- Ease to use administration facility with well-defined workflows for easier updating of content.
- Should support optimized rendition of assets based on device form-factors, network speed etc. for optimal page load times.
- Support for scheduled publishing and expiry dates.
- Roll-back a page and or content to a specific version.
- Support for Annotation of pages & images and comments with audit trail.
- Responsive & Adaptive support.
- Support for Rich Media Content including Videos, Documents and support for different image formats including JPEG, GIF, PNG.
- Support for Content Architecture/Models (including basic structure of assets, campaigns, content etc.), Tag management & Custom Metadata Schema definitions, Real-time Content & Page Insights, Content references and links.
- Search (author search) implementation including support for Full Text & meta-data based search; ability to save search criteria for ready access.
- In-place content authoring with undo/redo capabilities.
- Visual resizing, rotating, and cropping of images.
- The ability for site administrators to edit or extend the structured authoring templates, without requiring coding or technical knowledge and provide a point-and-click interface for creating and managing structured authoring templates.
- Support for Content aggregation & syndication (such as RSS feeds).
- The system should have collaboration capabilities for authors to share comments, annotate pages & images and provide an audit trail of all items associated with a page/asset.
- The system should be able to handle multi-channel requirements where a content and/or its variations are to be published to a site, app, social media, digital screens etc.
- The system should provide a Desktop utility that allows for quick and easy bulk upload of assets, easy check- out/edit/check-in etc.

Color Scheme

- The color combination of the website enhances the branding of the authority and attract specific types of users to navigate and spend time on the web site. Hence the bidder shall use good color scheme and should be in congruence with the brand personality; The colour scheme/palate should be used in a consistent manner throughout the website and other online properties.

Accessible to All Users

- The site should be responsive such that it can be accessed from various types of devices and different form factors.

Effective Navigation

- The website should allow the visitors to find what they are looking for without confusion or unnecessary clicks. However, the web site should have following feature for better navigation and hold the visitors to go through much information — The navigation to be clutter-free — Good Internal Linking — Informative header and footer.

Fast Load Timing

- The home page & key section landing pages of the Website should load in a few seconds.

Good Error Handling

- The website should be displaying specific error message to the visitors or to the users for better understanding of the functions of the website. Auto-redirection of 301 errors and ability to handle 404 errors.

Usable Forms

- All the forms of the website app shall be communicating and user-friendly to collect information from the target users.
- Ability to create mobile-friendly forms using an easy to use interface with drag/drop capabilities.

Comprehensive Sitemap

- The website shall help both users and search engines navigate the site easily by mapping hierarchical list of pages (with links) organized by topic.

Social Content Curation

- Provide the ability to search Social Media such as Instagram, YouTube, Facebook etc. for content useful to market Manipur tourism.

Functional Requirements

- The system should provide multiple deployment models and multiple hosting options.
- An audit trail of changes to data in the system should be maintained to identify the users responsible for the modification. There should be a facility to create reports on audit logs.
- CMS must have capability so that application code can be hot swapped at runtime with no need to restart the application.
- It should provide secure integration with various payment gateway for online payment transactions involved in processes such as online booking, etc.
- User roles & groups with access control list privileges
- Support a proper Governance structure for managing multiple sites on the same structure
- Search Functionalities and SEO
- Search engine and Sitemap functionalities on site to facilitate easy navigation and instant access to relevant information.

- Developing own facility to offer state of the art search facility for site content.
- Making design and architecture of the site friendly to search engines
- Meta tagging and indexing all pages
- Provide well defined search facility where all the information from many sources is presented together as single windows with filter and advanced search options.

Training

- The selected bidder shall organize training programmes to create skilled manpower to handle and make use of the system. The capacity building program aims to create awareness among all the stakeholders for effective utilization of the solution as per the project need.

Hosting

- Tourism Corporation of Manipur Limited will help the service provider hosting on servers with adequate backup capacity.

ii. Mobile Application

- The mobile version will have the same features as the website and should be available on Android, IOS and Windows mobile devices.
- This will be an application that will be available to public, tourists and stakeholders on mobile platforms. The data uploaded through the application will be displayed in this application and travelers/visitors can access it whenever they desire.
- The application should be made accessible without active internet connection too so that it help guide tourists when the devices are offline. User should be able to view information about tourist attractions of Manipur without internet connection except for some real time data such as travel distance and time.
- The application will provide user the real time travel distance and time (from his/her current position) for particular place in Manipur.
- Search option will be available on every page.
- Mobile Application should be developed on Open Source, and Ipv6 Compliant.
- Bidder should submit to Tourism Corporation of Manipur Limited a self-certificate informing that all the data/information/photographs entered in the system is genuine and authenticated within 3 months from the Go-Live.

e. Terms and conditions

1. The Bid will be inclusive of On-site Comprehensive Maintenance Cost of 3 (Three) years from the date of commissioning. Annual On-Site Comprehensive Maintenance Cost is to be indicated separately for extension after expiry of the period if necessary.

2. The successful bidder will deposit a Performance Bank Guarantee of Rs. 1 (One) lakh as performance security valid till 90 Days beyond completion of project and will be forfeited in case of failure to execute the Project. The Bank Guarantee is to be submitted within 15 days from the date of issue of Work Order.
3. Project implementation should be completed within 90 days from the date of issue of work order.
4. 70% of total project cost will be paid within 90 days of Go-Live and successful activation of website and mobile application; remaining 30% would be paid in 3 installments every 12 months after completion of support and maintenance period of 1 year from the date of Go-Live (i.e. 10% per installment).
5. Data/Information/Photographs collected during the implementation for the project by the bidder shall be the property of the Tourism Corporation of Manipur Limited and cannot be reused by bidder for other projects without written permission from Tourism Corporation of Manipur Limited.
6. The successful bidder will not seek escalation in the rates quoted during the contract period.
7. If the successful bidder fails to provide satisfactory performance, Tourism Corporation of Manipur Limited shall be at liberty to terminate the contract and withhold the Security Deposit/ BG or the balance payment of the Successful bidder, etc.
8. Tourism Corporation of Manipur Limited reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term and condition at any time during the currency of the contract.
9. Tourism Corporation of Manipur Limited reserves the right to accept or reject any Tender/ all the tender(s) in full or in part, without assigning any reason whatsoever. Tourism Corporation of Manipur Limited also reserves the right to call for additional information from the Bidder(s).
10. There should be no cutting/overwriting in the Quotations.
11. A copy of these terms and conditions duly signed by the bidder in token of having understood and agreed to the same should be attached along with the Quotation.
12. The Quotations will be opened in the presence of the representatives of the bidders who may wish to be present.
13. The successful bidder will be required to execute the contract agreement on a non-judicial paper of Rs.100/- on acceptance of their Quotation.
14. Failure by the service provider to comply with any statutory requirements and terms of agreement during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender in Tourism Corporation of Manipur Limited. The security deposit will also be forfeited.



15. The successful bidder has to enter into Non-Disclosure Agreement (NDA) as per the format specified in **Annexure – V**. The NDA shall be submitted along with the acceptance of the Service Order.
16. The bidding process is stipulated in the tender document clearly. In case of any clarifications about bidding process/eligibility criteria the bidders may seek clarification by contacting Tourism Corporation of Manipur Limited or sending an email to manipurtsm@gmail.com as per the tender notice.
17. Performance Guarantee:
- a) The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.
 - b) The Successful bidder has to submit Performance Bank Guarantee or Performance Security Deposit of Rs. 1 (One) Lakh within 15 days from the date of issue of Work Order for the entire project duration. The PBG may be issued by any Nationalized Bank including the Public Sector Bank or Private Sector Bank authorized by RBI or Commercial Bank (operating in India having branch at Imphal) as per **Annexure - VI**.
 - c) The Performance Security shall be payable to the Tourism Corporation of Manipur Limited as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.
 - d) Performance Security will be discharged by Tourism Corporation of Manipur Limited and returned to the Bidder on completion of the bidder's performance obligations under the contract.
 - e) No interest shall be payable on the PBG amount. Tourism Corporation of Manipur Limited may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

18. Arbitration

- i. In the event of dispute and difference arising between Tourism Corporation of Manipur Limited and Agency, the same shall be discussed in the first instance between the representative of the Agency and Tourism Corporation of Manipur Limited.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the authorised signatory of the other party within 21 days of arising of such claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for arbitration to the Managing Director of Tourism Corporation of Manipur Limited within 10 days after the passage of this time. The Managing Director, Tourism Corporation of Manipur Limited would appoint the sole Arbitrator / a panel of Arbitrators for the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the Managing Director, Tourism Corporation of Manipur Limited. The place of arbitration will be



Imphal. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.

19. Force Majeure

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

20. Governing Law

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

21. Indemnity:

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

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

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



Annexure –I

Eligibility Criteria

Sl. No.	Eligibility Criteria	Compliance Y/N	Supporting Documents to be selected along with Technical Bid
1	The vendor should be a company registered under Companies Act		Photo copy of Registration Certificate
2	The vendors should have an experience for at least 5 (five) years as on 01.04.2020 in software development and maintenance		Photo copy of Certificate for commencement of business.
3	The vendor should have a minimum turnover of Rs. 50 (fifty) lakh during each of the last three completed financial years.		Self Certified copies of the audited balance sheet and profit & loss statement for the last 3 years completed financial years with adequate sections duly marked.
4	The vendor has never have been blacklisted/barred/disqualified by regulator/statutory body or any PSU.		Self-Certification/declaration
5	The vendor must have a valid GST registration Certificate and Pan Number.		Copies of the GST Registration Certification , PAN to enclosed

Date: 2020

Authorised Signatory.

Name :

Designation:

Organisation Seal:



Annexure-II

Technical Bid

Sl. No.	Details	Bidders response enclose the proofs
1	Average annual turnover of bidder in last 3 (Three) financial years: 50 – 75 Lakh :10 Marks 75 – 100 Lakh :12 Marks More than 1 crore :15 Marks	
2	Experience of Developing Websites, Mobile Applications (Android and IOS): 5-7 years :10 Marks 7-9 years :12 Marks More than 9 years :15 Marks	
3	Working with Government Departments (along with recommendations if any). Mention No. of Websites, Mobile Apps (Android and IOS) Developed and Maintained in Government Sector.	
4	Innovative Ideas (For developing / maintaining of software online portals). ✓ Submit samples of Home Page & Inside Page	
5	Presentation: ✓ Profile of Company ✓ Working Demo of Apps	
	Total	



Annexure – III

Financial Bid

From,

(Full name and address of the tenderer)

To,

The Project Director, Tourism Corporation of Manipur Limited
Directorate of Tourism, North AOC, D.M. Road,
Imphal, 795001.

R.O. _____

Sir,

I submit the PRICE BID for the tender for appointment as Agency for delivery/execution of the work Conceptualisation, Designing, Development, Implementation & Maintenance of the Tourism Corporation of Manipur Limited. , Tender No.

2. I have thoroughly examined and understood all the terms & conditions as contained in the Tender Document; NIT, its annexure & appendices and agree to abide by them.

3. I offer to work at the following rates inclusive of all taxes, duties, cess etc. For the said item of work.

4. Rs..... (Rupees.....) Only (in words) , inclusive of all taxes.

Yours sincerely,

(Signature of bidder)



Annexure- IV

Ref. No.

Dated:

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is valid till two years from the date of work order, and is made by and between TOURISM CORPORATION OF MANIPUR LIMITED, North AOC, Near Hotel Imphal, Imphal-795001 and M/s.....

Both the parties shall mean and include their successors at Office from time to time, legal representatives, administrators, executors and assigns, etc.

This agreement shall govern the conditions of disclosure by disclosing party to Recipient of certain confidential and proprietary information that is oral, written, or in computer file format. Examples of Confidential Information include the details of stakeholders, business information, stakeholder lists, computer databases containing customer, product information, designs, drawings, specifications, techniques, models, documentation, diagrams, flow charts, research and development process and procedures, "know-how", new product or new technology information, financial, marketing and sales information and projections, marketing techniques and materials, marketing timetables, strategies and development plans, trade names and trademarks not yet disclosed to the public, business methods and trade secrets, and personnel information etc.

1. Purpose of Disclosure. Disclosing party is disclosing the Confidential Information to Recipient in order for Recipient to evaluate the possibility of using disclosing party's services.

2. Confidentiality Obligations of Recipient. Recipient hereby agrees:

(a) Recipient will hold the Confidential Information in complete confidence and not to disclose the Confidential Information to any other person or entity, or otherwise transfer, publish, reveal, or permit access to the Confidential Information without the express prior written consent of Disclosing Party.

(b) Recipient will not copy, photograph, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce the Confidential Information without the express prior written consent of disclosing party. If any Confidential Information is delivered to Recipient in physical form, such as data files or hard copies, recipient will return the Confidential Information, together with any copies thereof, promptly after the purpose for which they were furnished has been accomplished, or upon the request of disclosing party. In addition upon request off disclosing party in writing/email Recipient will destroy materials prepared by Recipient that contain Confidential Information.

(c) Recipient shall use Confidential Information only for the purpose of evaluating Recipient's interest in using disclosing party's services, and for no other purpose. Without limiting the generality of the previous sentence, Recipient specifically agrees not to sell, rent, or otherwise disclose any of disclosing party's Confidential Information either in full or part to any competitor of disclosing party, nor will Recipient use the Confidential Information to directly or indirectly contact or contract with any of disclosing party's employees, vendors, contractors and agents who carry out or otherwise fulfill the services on behalf of disclosing party (its "Affiliates"). Recipient shall promptly notify disclosing party of any disclosure or use of Confidential Information in violation of this Agreement for which disclosing party shall indemnify the Recipient for that part.



3. Exclusions. None of the following shall be considered to be "Confidential Information":

(a) Information which was in the lawful and unrestricted possession of Recipient prior to its disclosure by disclosing party;

(b) Information which is readily ascertainable from sources of information freely/easily available in the general public;

(c) Information which is obtained by Recipient from a third party who did not derive such information from disclosing party.

4. Remedies. Recipient acknowledges that disclosing party's Confidential Information has been developed or obtained by the investment of significant time, effort and expense and provides disclosing party with a significant competitive advantage in its business, and that if Recipient breaches its obligations hereunder, disclosing party will suffer immediate, irreparable harm for which monetary damages will provide inadequate compensation.

Accordingly, the disclosing party will be entitled, in addition to any other remedies available at law in equity, to injunctive relief to specifically enforce the terms of this Agreement. Recipient agrees to indemnify disclosing party against any losses sustained by disclosing party, including reasonable attorney's fees, by reason of the breach of any provision of this Agreement by Recipient. Recipient further acknowledges that disclosing party's business would be severely hurt if Recipient were to directly contract with its Affiliates without the participation of disclosing party. Therefore, if Recipient directly or indirectly contracts with any of disclosing party's Affiliates whose identity and/or particulars are disclosed to Recipient pursuant to this Agreement (Except Affiliates with whom Recipient had a demonstrable prior existing business relationship). In the event of circumvention, by the Recipient whether directly or indirectly, the disclosing party shall be entitled to a legal monetary penalty award, equal to the maximum consulting service/consulting fee, commission/profit originally expected or contemplated to be realized from such transaction(s).

This payment levied against and paid immediately by the party engaged in circumvention and also in addition includes all legal expenses in the recovery of these funds if collected through legal action by either party. This penalty shall not apply when the alleged Circumvention does not result in a transaction being concluded. The parties acknowledge it would be extremely difficult or impossible to accurately fix the actual damages that disclosing party would suffer in the event of a breach of the aforementioned obligations, and that the liquidated damages provided for herein are a reasonable estimate of disclosing party's actual damages, which shall be fixed by the arbitrator who shall also be in the same business.

5. No Rights Granted to Recipient. Recipient further acknowledges and agrees that the furnishing of Confidential Information to Recipient by disclosing party shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by disclosing party.

6. Miscellaneous Provisions:

(a) This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understanding. This Agreement may only be amended or modified by a writing signed by both parties.



(b) If any provision of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.

(c) This Agreement is binding upon the successors, assigns and legal representatives the parties hereto, and is intended to protect Confidential Information of any successors or assign of disclosing party.

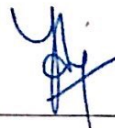
(d) Each Provision of this Agreement is intended to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or enforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, be served, and the remaining provisions of this Agreement shall remain in effect/force.

(e) The terms and conditions governing the provision of the agreement shall be governed by and construed in accordance with laws of the union of India and shall be subject to the exclusive Jurisdiction of the courts of Imphal.

- i. In the event of dispute and difference arising between TOURISM CORPORATION OF MANIPUR LIMITED and Agency, the same shall be discussed in the first instance between the representative of the Agency and Tourism Corporation of Manipur Limited.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the authorised signatory of the other party within 21 days of arising of such claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for arbitration to the Managing Director (TCML), Manipur within 10 days after the passage of this time. The Managing Director (TCML), Manipur would appoint the sole Arbitrator / a panel of Arbitrators for the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the Managing Director (TCML), Manipur. The place of arbitration will be Imphal. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.
- iii. vi. The arbitral proceedings shall be conducted in English, both parties shall be bound by the award passed and delivered by the arbitral tribunal and shall not attempt to challenge the authenticity of the award, before any authority or courts or any other statutory body.
- iv. The venue of arbitration shall be Imphal.

v.
Signed on behalf of
TCML
Signature:
Name:
Designation with seal:
Date:

Signed on behalf of
M/s.
Signature:
Name:
Designation with seal:
Date:



Annexure – V

Tender Acceptance Letter

(To be submitted duly signed format (Scanned Copy) by the authorized Signatory on Company Letter Head)

Date:

To,
The Project Director,
Tourism Corporation Manipur Limited
Government of Manipur
North AOC, Near Hotel Imphal,
Imphal-795001

Sub: Acceptance in respect of Terms & Conditions of Tender document for Providing Manpower Ref No: dated.....

Madam,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned Tender/Work" from the website www.manipurtenders.gov.in.
2. I/We hereby certify that I/we have read all the terms and conditions mentioned in tender document (including all Annexure(s)/Paragraphs etc.) which shall form part of the contract agreement and I/we shall abide hereby by all the terms & conditions contained therein.
3. The corrigendum(s) issued from time to time by Tourism Corporation of Manipur Limited too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable.
5. In case any provisions of this tender are found violated, then your Tourism Corporation of Manipur Limited shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.
6. I/ We confirm that our bid shall be valid up to **120** days from the opening of technical bid.
7. I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures /Paragraphs etc. furnished herewith are true and correct.
8. I/ We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.
9. I/ We understand that you are not bound to accept the lowest or any bid you may receive.
10. I/ We certify / confirm that we comply with the eligibility requirements as per the requirements mentioned in the tender document.

Seal and Sign of Bidder
Name & Address:



Annexure – VI

Performance Security
(Bank Guarantee)

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date.....

To,
The Project Director,
Tourism Corporation Manipur Limited
Government of Manipur
North AOC, Near Hotel Imphal,
Imphal-795001

Dear Sir,

In consideration of **Tourism Corporation Manipur Limited** (hereinafter referred to as TCML which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at(hereinafter referred to as the 'Supplier ' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Award No..... dated valued at for (Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to __ percent (__ %) of the said value of the Contract to the TCML.

We (Name and Address) having its Head Office at hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay TCML, on demand any and all monies payable by the Supplier to the extent of as aforesaid at any time up to.....(day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Supplier.

Any such demand made by TCML on the Bank shall be conclusive and binding notwithstanding any difference between TCML and the Supplier or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of TCML and further agrees that the guarantee herein contained shall continue to be enforceable till thirty (30) days after the validity of this guarantee.

TCML shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. TCML, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between TCML and the Supplier or any other course of remedy or security available to TCML. The Bank shall not be released of its obligations under these presents by any exercise by TCML of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of TCML or any other indulgence shown by TCML or by any other matter or thing whatsoever which under the law would but for this provisions have



the effect of relieving the Bank.

The Bank also agrees that TCML at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that TCML may have in relation to the Supplier's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/s on whose behalf this guarantee has been given.

All rights of TCML under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by TCML under this guarantee against the Bank within thirty (30) days from the above mentioned date or from the extended date.

Dated..... this
..... day of at.....

Witness:

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Authorized vide
Power of Attorney No.....
Date.....

Note:

1. Complete mailing address of the Head Office of the bank to be given.
2. The Stamp paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf the Bank Guarantee is being issued.

