

Guidelines for Selection & Deployment of Personnel at SeMT in States/UTs through Temporary Staffing



Department of Information Technology
Ministry of Communications & Information Technology
Government of India

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Brief

- 1.1 For the Capacity Building Scheme under the National e-Governance Plan (NeGP), Department of Information Technology (DIT), Government of India, has decided to empanel Agencies for providing Temporary Staffing Services as an interim arrangement. These Temporary Staff will be working as SeMT in the States to further the agenda of NeGP, til the time permanent recruits are inducted. The duration of deployment of personnel through the Temporary Staffing would be 9-12 months.
- 1.2 The Request for Proposal (RFP) for providing Temporary Staffing has been issued by DIT to 5 (five) shortlisted Agencies based on the EoI evaluation. All five bidders have submitted their bid on 21st October, 2008 and the process of empanelment based on the Technical Competencies of the shortlisted agencies to execute the project is underway. Based on the DIT's RFP Evaluation Committee decision, the names of the Empanelled Agencies will be finalized and are expected to be communicated to all the States/UTs by 2nd week of Nov 2008. The selection of Agencies by the States/UTs will be initiated once the panel of Agencies is finalized by the DIT, Gol.
- 1.3 The process of selection of Agency has been explained in the following section. In addition to this, the guidelines for evaluation framework are provided as Annexure I to this document. The detailed 'CV Evaluation Parameters' for evaluation of the CVs by the States is provided as Annexure II to this document.
- A copy of the RFP issued (including any modifications thereon) for Empanelment of Agencies for providing Temporary Staffing Services is enclosed as Annexure III to this document.

Steps for final selection of Agency and deployment of SeMT personnel through Temporary Staffing

A State/ UT will have to follow the following steps for final selection of Agency for subsequent deployment of personnel as SeMT member in State:

- 1) DIT, GoI will forward a list of Empanel ed Agencies and their respective commercial quotes in sealed envelopes to each State/UT for evaluation on QCBS (Quality-cum-Cost Based System) Methodology for final selection of Agency.
- 2) State will be required to issue its requirements to Empanelled Agencies identified for the State. The requirements shall be in terms of number of personnel required at various levels including Principal Consultant, Senior Consultant and Consultant. **(Refer Annexure IV for the draft ‘Letter of Requirement’)**
- 3) The Empanelled Agencies for the particular State will respond to such request by submitting the CVs of the proposed personnel.
- 4) In order to maintain consistency in terms of education, skills, competency, across all 35 States and UTs, DIT has detailed broad parameters for evaluation. States shall thus evaluate the CVs based on the suggested procedure **(Refer Annexure II to this document)** and calculate the scores.
- 5) States shall conduct a QCBS (Quality-cum-Cost Based System) evaluation based on the scores for CV evaluation and commercial quotes and select 1 (one) Agency from the Empanelled Agencies. **(Refer example provided in Annexure I)**
- 6) State shall enter into a Contract with the selected Agency. **(Refer Annexure V for the Model Contract)**
- 7) Agency shall deploy the personnel to State e-Mission Team (SeMT).

Annexure I

Guidelines (Methodology) for
evaluation of personnel proposed for
deployment as SeMT through
Temporary Staffing

Annexure I

Guidelines (Methodology) for evaluation of personnel proposed for deployment as SeMT through Temporary Staffing

1. As per the RFP, the Selection Process at the State has two components:
 - a. CV evaluation (70%) based on information in the CV of the personnel and Interview with the personnel.
 - b. Estimated Total Price based on the Commercial Quotes provided by DIT for each Agency for Temporary Staffing (30%).

2. For the evaluation of CVs by the States, detailed CV evaluation parameters along with respective weightage for all the three levels of personnel required i.e. (Principal Consultant, Senior Consultant and Consultant) are suggested.

3. For details on calculation of the 'Estimated Total Price' please refer to Clause 31, Section II of the RFP.

4. Overall weightage to be allotted to CV-cum-Interview for each level of Personnel based on requirements of each level across States & UTs is as under:

Weight to be allotted as per the respective requirement of each States					
Category	Level	All 3 Categories	Category A & B only	Category B & C only	Category A & C only
A	Principal Consultant	40%	60%	0%	60%
B	Senior Consultant	30%	40%	60%	0%
C	Consultant	30%	0%	40%	40%
	Total	100%	100%	100%	100%

Since the total weightage allotted to CV-cum-Interview is 70%, the final score allotted as per the above matrix will be multiplied by 70% to arrive at the final score for the proposed personnel by each agency.

5. Where the number of personnel required in any particular Level is more than 1, the total weight allotted to that Level should be divided equally among the number of personnel and weighted average should be taken as a score. This has been explained as below:

For e.g. State X requires 1 Principal Consultant, 2 Senior Consultants and 3 Consultants, then State X will fall under 40%, 30%, 30% category as per the above table and will allot weight as under:

Principal Consultant	40%
Senior Consultant (15% to each of 2 Senior Consultant)	30%
Consultant (10% to each of 3 Consultants)	30%
Total	100%

Similarly, depending on the Category in which a particular State falls and number of personnel required at each level, the weight shall be divided accordingly.

Hence, the Steps to be followed in the CV-cum-interview evaluation are as follows:

Step 1: Calculate the CV score of each personnel based on the 'CV Evaluation Parameters'.

Step 2: Aggregate the CV score for each level *(In case of number of personnel required at any Level is more than 1, please refer to point 5 above)*

Step 3: Calculate the total technical score by multiplying the total technical score of a particular agency by 70%.

Annexure II

CV Evaluation Parameters

Evaluation Parameters' for evaluating the proposed CVs

CVs OF PROPOSED PERSONNEL - PRINCIPAL CONSULTANT

	Weight	Criteria
Principal Consultant		
<u>Qualification Requirement</u>		
Minimum 1 Large Scale IT Program Management experience and 10 -15 years of total experience		
<u>Experience in Relevant field</u>		
Experience in Diverse Program Management Roles	25%	>6 years = 100 % of weightage
		5 - 6 years = 75 % of weightage
		3-5 years = 60 % of weightage
		<3 years =0 % of weightage
Experience in managing Large Scale IT Programs / e-Governance Projects	20%	>6 years = 100 % of weightage
		4-6 years = 75 % of weightage
		<4 years = 20 % of weightage
<u>Quality of Experience</u>		
Program Management (Large Scale IT Programs / e-Governance Projects)	20%	Based on CV and Interview
<u>Education</u>		
Degree	20%	B.E./B.Tech with MBA = 100 % of weightage
		B.E./B.Tech with M.Tech = 80 % of weightage
		B.E./B.Tech with MCA = 70 % of weightage
Relevant Certification (e.g. PMI, Prince 2)	15%	>=1 = 100 % of weightage
		No certification = 0

CVs OF PROPOSED PERSONNEL - SENIOR CONSULTANT

	Weight	Criteria
Senior Consultant		
Program Management		
<u>Qualification Requirement</u>		
1 Large Scale IT Program Management experience and 5 -10 years of total experience		
<u>Experience in Relevant field</u>		
Experience in Diverse Program Management Roles	20%	>4 years = 100 % of weightage
		3 - 4 years = 75 % of weightage
		2 -3 years = 60 % of weightage
		<2 years = 0 % of weightage
Experience in managing Large Scale IT Programs / e-Governance Projects	20%	>3 years = 100 % of weightage
		2-3 years = 75 % of weightage
		<2 years = 0 % of weightage
Experience of working on Government Projects	10%	>4 project = 100 % of weightage
		2 - 4 projects = 75 % of weightage
		<2 projects = 50 % of weightage
<u>Additional Experience</u>		
Program Management (Large Scale IT Programs / e-Governance Projects)	20%	Based on CV and Interview
<u>Education</u>		
Education	20%	B.E./B.Tech with MBA = 100 % of weightage
		B.E./B.Tech with M.Tech = 80 % of weightage
		B.E./B.Tech with MCA = 70 % of weightage
Professional Certification (e.g. PMI, PMP, etc)	10%	>=1 = 100 % of weightage
		No certification = 0 % of weightage

	Weight	Criteria
Overall Management		
Overall Requirement		
experience of managing 1 Project Financing and Appraisal, Business Modeling, PPP management and 5 -10 years of total experience		
Experience in Relevant field		
Experience in Project Financing and Appraisal, Business Modelling, PPP/ Risk Management / Government Contracts and Government Functions	30%	>4 years = 100 % of weightage
		3 - 4 years = 75 % of weightage
		2 -3 years = 60 % of weightage
		<2 years = 0 % of weightage
Experience in Project Financing and Appraisal, Business Modelling, PPP/ Risk Management / Government Contracts and Government Functions	20%	>4 project = 100 % of weightage
		2 - 4 projects = 75 % of weightage
		<2 projects = 50 % of weightage
Level of Experience		
Experience in Project Financing and Appraisal, Business Modelling, PPP/ Risk Management / Government Contracts and Government Functions	20%	Based on CV and Interview
Education		
Education	30%	B.Com / B.Tech / B.E with MBA (Finance) / CA = 100 % of weightage
		Graduation (other than B.Com / B.Tech / B.E.) with MBA (Finance) / CA = 80 % of weightage

	Weight	Criteria
Technology Management		
Qualification Requirement		
1 large scale Software Development / Enterprise-Wide systems integration / implementation experience and 5 -10 years of total experience		
Experience in Relevant field		
Experience in managing large scale Software Development/ Enterprise-Wide systems integration / implementation projects	30%	>4 years = 100 % of weightage
		3 - 4 years = 75 % of weightage
		2 -3 years = 60 % of weightage
		<2 years = 0 % of weightage
Application Development / Information System / Application roll out / Network Implementation	25%	>3 years = 100 % of weightage
		2-3 years = 75 % of weightage
		<2 years = 0 % of weightage
Level of Experience		
Experience in managing large scale Software Development/ Enterprise-Wide systems integration / implementation projects	20%	Based on CV and Interview
Application Development / Information System / Application roll out / Network Implementation		
Education		
Education	25%	B.E. / B.Tech (Computer Science) with M.Tech (in Computer Science or any other Engineering discipline) / MBA = 100 % of weightage
		MCA = 60 % of weightage

	Weight	Criteria
Management		
<u>Qualification Requirement</u>		
1 business process reengineering/process improvement engagements experience and 5 -10 total experience		
<u>Experience in Relevant field</u>		
Experience in Managing Business Process Reengineering / Process Improvement engagements	30%	>4 years = 100 % of weightage
		3 - 4 years = 75 % of weightage
		2 -3 years = 60 % of weightage
Experience in Managing / executing Business Process Reengineering / Process Improvement engagements	25%	>4 project = 100 % of weightage
		2 - 4 projects = 75 % of weightage
		1 project = 40 % of weightage
<u>Duration of Experience</u>		
Experience in Managing / executing Business Process Reengineering / Process Improvement engagements	20%	Based on CV and Interview
<u>Education</u>		
Education	25%	B.E./B.Tech with a MBA = 100 % of weightage
		Graduation (other than B.E./B.Tech) with a MBA = 60 % of weightage

CVs OF PROPOSED PERSONNEL - CONSULTANT

	Weight	Criteria
Requirement		
Project Management		
<u>Requirement</u>		
-5 years experience		
<u>Experience in Relevant field</u>		
Experience in Project Management	30%	>3 years = 100 % of weightage
		2 - 3 years = 75 % of weightage
		1 - 2 years = 40 % of weightage
Experience of working on Government Projects	25%	>3 project = 100 % of weightage
		2 - 3 projects = 75 % of weightage
		1 project = 40 % of weightage
<u>Education</u>		
Management / Experience of working on Government Projects	20%	Based on CV and Interview
<u>Education</u>		
Education	25%	B.E./B.Tech with MBA = 100 % of weightage
		B.E./B.Tech with M.Tech = 80 % of weightage
		MCA = 70 % of weightage

	Weight	Criteria
Management - Financial Appraisal & Viability Analysis		
<u>Requirement</u>		
-5 years experience		
<u>Experience in Relevant field</u>		
Experience in Finance and Accounting Operations, Project Financing and Business Modeling, PPP and Management	30%	>3 years = 100 % of weightage
		2 - 3 years = 75 % of weightage
		1-2 years = 40 % of weightage
Experience in Finance and Accounting Operations, Project Financing and Business Modeling, PPP and Management	25%	>3 project = 100 % of weightage
		2 - 3 projects = 75 % of weightage
		1 project = 40 % of weightage
<u>Experience</u>		
Experience in Finance and Accounting Operations, Project Financing and Business Modeling, PPP and Management	20%	Based on CV and Interview
<u>Education</u>		
Education	25%	Graduation with CA/MBA in Finance = 100 % of weightage
		B.Com/B.Tech/B.E with Post graduation (other than CA / MBA finance) in Finance = 70 % of weightage
		B.Com/B.Tech/B.E and Diploma in Finance (e.g. CWA, CFA, CS) = 60 % of weightage

	Weight	Criteria
Management - Contracts & Procurement		
<u>Requirement</u>		
-5 years experience		
<u>Experience in Relevant field</u>		
Experience in Procurement Functions / Projects related procurement	30%	>3 years = 100 % of weightage
		2 - 3 years = 75 % of weightage
		1 - 2 years = 40 % of weightage
Experience in Procurement Functions / Projects related procurement	25%	>3 projects = 100 % of weightage
		2 - 3 projects = 75 % of weightage
		1 project = 40 % of weightage
<u>Experience</u>		
Experience in Procurement Functions / Projects related procurement	20%	Based on CV and Interview
<u>Education</u>		
Education	25%	Graduation with CA/MBA in Finance = 100 % of weightage
		B.Com/B.Tech/B.E with Post graduation (other than CA / MBA finance) in Finance = 70 % of weightage
		B.Com/B.Tech/B.E and Diploma in Finance (e.g. CWA, CFA, CS) = 60 % of weightage

	Weight	Criteria	
Project Management			
<u>Requirement</u>			
-5 years experience			
<u>Experience in Relevant field</u>			
Experience in managing / executing: Core Project Enterprise-Wide System Integration Implementation Projects System Development / roll out Information Security Projects Implementation	30%	>3 years = 100 % of weightage	
		2 - 3 years = 75 % of weightage	
		1 - 2 years = 40 % of weightage	
Experience in managing / executing: Core Project Enterprise-Wide System Integration Implementation Projects System Development / roll out Information Security Projects Implementation	25%	>3 projects = 100 % of weightage	
		2 - 3 projects = 75 % of weightage	
		1 project = 40 % of weightage	
<u>Experience</u>			
Experience in managing / executing: Core Project Enterprise-Wide System Integration Implementation Projects System Development / roll out Information Security Projects Implementation	20%	Based on CV and Interview	
		<u>Education</u>	
		25%	B.E. / B.Tech (Computer Science) with M.Tech in Computer Science or any other Engineering discipline = 100 % of weightage
B.E. / B.Tech in Computer Science with MCA = 80 % of weightage			
Any other Graduation with MCA = 70 % of weightage			
B.E. / B.Tech in Computer Science = 50 % of weightage			

	Weight	Criteria
Management - Capacity Building		
<u>Requirement</u>		
-5 years experience		
<u>Experience in Relevant field</u>		
Experience in managing Recruitment / & Development function	40%	>3 years = 100 % of weightage
		2 - 3 years = 75 % of weightage
		1 -2 years = 40 % of weightage
<u>Experience</u>		
Experience in managing Recruitment / & Development function	30%	Based on CV and Interview
<u>Education</u>		
Graduation	30%	Graduation with MBA in HR / PMIR = 100 % of weightage

	Weight	Criteria
Management - Business Process Reengineering		
<u>Requirement</u>		
-5 years experience		
<u>Experience in Relevant field</u>		
Experience in Business Process Reengineering / Process Improvement Projects	30%	>3 years = 100 % of weightage
		2 - 3 years = 75 % of weightage
		1 - 2 years = 40 % of weightage
Experience in executing BPR exercise for Government / Quasi-Government / PSU ^{25%}		>3 projects = 100 % of weightage
		2 - 3 projects = 75 % of weightage
		1 project = 40 % of weightage
<u>Experience</u>		
Experience in executing BPR exercise for Government / Quasi-Government / PSU ^{20%}	Based on	CV and Interview
<u>Education</u>		
Education	25%	B.E./B.Tech with a MBA = 100 % of weightage
		B.E./B.Tech with a M.Tech / MCA = 80 % of weightage
		B.E./B.Tech = 50 % of weightage

Annexure III

Request for Proposal (RFP) for
“Empanelment of Agencies for
providing Temporary Staffing Services”
for Capacity Building Scheme under
the NeGP and the modifications

File No.: 8(36)/2008.EGI
DEPARTMENT OF INFORMATION TECHNOLOGY
MINISTRY OF COMMUNICATIONS &
INFORMATION TECHNOLOGY
GOVERNMENT OF INDIA
NEW DELHI

Request for Proposal for “Empanelment of Agencies
for providing Temporary Staffing Services” for
Capacity Building Scheme under the
National e-Governance Plan (NeGP)

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Abbreviations

In this Tender, the following terms shall be interpreted as indicated

Abbreviation	Description
CB	Capacity Building
DIT	Department of Information Technology
EoI	Expression of Interest
GoI	Government of India
IT	Information Technology
MMP	Mission Mode Project
MoU	Memorandum of Understanding
NeGP	National e-Governance Plan
PeMT	Project e-Governance Mission Team
RFP	Request For Proposal
SeMT	State e-Governance Mission Team
SNA	State Nodal Agency
UT	Union Territory

Section I – Invitation for Bids

1. Invitation for Tenders

- 1.1. This invitation to Tender is for Empanelment of Agencies for providing Temporary Staffing services (herein referred to as 'the Project') for the Capacity Building Scheme under the National e-Governance Plan (NeGP).
- 1.2. Invited Bidders are advised to study this Tender document carefully. Submission of Bid for the Project shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. Sealed offers prepared in accordance with the procedures enumerated in Clause 3 of Section II should be submitted at the address given in Clause 2 of this Section.
- 1.3. Invited Bidders may download the Tender document from the website <http://www.mit.gov.in> (What's new and Tender section).
- 1.4. The Tender responses should reach the Senior Director, eGovernance, Capacity Building, DIT 4th Floor, Electronics Niketan 6. CGO Complex, Lodhi Road New Delhi - 110 003 on or before **1500 hours on 15th October 2008** along with a draft of **Rs. 5000/- (Rupees Five Thousand only) as Initial Processing Fee.**
- 1.5. The payment will be accepted in the form of crossed demand draft drawn on any scheduled bank, payable in New Delhi in favor of **Pay and Accounts Officer, Department of Information Technology.**

2. Critical Information

S. No	Information	Details
1.	Last date for submission of written queries for clarifications and deviation	26 th September, 2008
2.	Pre-Bid meeting	30 th September, 2008
2.	Release of response to clarifications	06 th October, 2008
3.	Last date for submission of Bids	On or before 1500 hours on 15th October, 2008
4.	Place, Time and Date of opening of Technical Bids	4 th Floor, Programme Management Unit Electronics Niketan 6. CGO Complex, Lodhi Road New Delhi - 110 003 At 1600 hours on 15th October, 2008
5.	Place, Time and Date of opening of Commercial Bids	Will be communicated later
6.	Contact Person for queries	Mr. S.R.Das Senior Director, e-Governance, Capacity Building

RFP for Empanelment of Agencies for providing Temporary Staffing Services

S. No	Information	Details
		<p>Department of Information Technology Room No. 4057 4th Floor, Electronics Niketan 6. CGO Complex, Lodhi Road New Delhi - 110 003 Tel: +91 11 24363087 Fax:+91 11 24363087 <u>E-mail: cbmc@negp.gov.in</u></p> <p>Dr. Dhrupad Mathur Senior Consultant Capacity Building, PMU 4th Floor, Electronics Niketan 6, CGO Complex, Lodhi Road New Delhi - 110 003 Tel: +91-11-24301933 Fax: +91-11-30481611 <u>E-mail: dhrupad@negp.gov.in</u></p>
7.	Addressee and Address at which Bid is to be submitted:	<p>Mr. S.R.Das Senior Director, e-Governance, Capacity Building Department of Information Technology Room No 4057 4th Floor, Electronics Niketan 6, CGO Complex, Lodhi Road New Delhi - 110 003 Tel: +91 11 24363087 Fax:+91 11 24363087 <u>E-mail: cbmc@negp.gov.in</u></p>

Section II – Instructions to Bidders

1. Background to the Tender document

- 1.1. DIT, Ministry of Communication and Information Technology, Government of India (from hereon called the 'Purchaser') issued an open Expression of Interest (EoI) for Empanelment of Agencies for providing Temporary Staffing services for the Capacity Building Scheme under the National e-Governance Plan (EoI No: 8(36)/2008.EGI) on 16th July, 2008 specifying pre-qualification and eligibility criteria to prospective Bidders.
- 1.2. Bidders were short listed based on the evaluation of the EoI responses against the eligibility and pre-qualification criteria.
- 1.3. This Tender document is being provided only to the short listed Bidders. DIT invites detailed Technical and Commercial Bids from the short listed Bidders as per the Instructions and Terms and Conditions laid out in this Tender.

2. Key Stakeholders involved in the Project

- 2.1. This Tender is being issued by the 'Purchaser' for Empanelment of Agencies for providing Temporary Staffing services for the Capacity Building Scheme under the National e-Governance Plan.
- 2.2. The Agencies Empanelled through the evaluation of this Tender will be required to coordinate and work alongside other stakeholders besides DIT viz. Capacity Building Management Cell (CBMC) at DIT and State Nodal Agencies for each State / UT.
- 2.3. **Role of DIT:**

DIT will maintain the panel of Agencies for a period of 15 months from the date of its Empanelment.

DIT will share the list of Empanelled Agencies with the States / UTs to meet the requirement of Temporary Staffing for Capacity Building Scheme under the National e-Governance Plan (NeGP) across India.

All Agencies Empanelled through the evaluation of this Tender will enter into an Agreement with DIT.

2.4. Role of CBMC:

CBMC has been setup by DIT at a central level for coordination and implementation of the Capacity Building Scheme across the country.

CBMC will assist / front end DIT in the facilitation of day to day activities of the Empanelment process being undertaken through this Tender.

CBMC will coordinate with the States/UTs that wish to utilize the Temporary Staffing services of the Empanelled Agencies.

2.5. Role of States/UTs:

The States/UTs can utilize the services of the Empanelled Agencies for meeting the Temporary Staffing needs of their SeMTs.

The Agency selected by the State/UT level will work under the overall direction and guidance of the respective State/UT.

The States/UTs will designate a State Nodal Agency typically formed under the administrative control of the State Department of Information Technology as the single point of contact with respect to the Services being provided under this Tender.

2.6. Role of State Nodal Agency

The State Nodal Agency will be responsible for selecting an Agency from the list of Empanelled Agencies for the particular State/UT as per the selection process detailed in Clause 31 of Section II.

Personnel provided by the Selected Agency for meeting the Temporary Staffing needs of State/UT SeMTs will be placed directly under the supervision of the State Nodal Agency.

The State Nodal Agency will act as the single point of contact for the Selected Agency at the State / UT level

The respective State Nodal Agency will be responsible for making all payments to be made to the Selected Agency for the Temporary Staffing services being provided.

3. Procedure for Submission of Bids

3.1. It is proposed to have a **Two Cover System** for this Tender.

- a) Technical Bid (1 Copy) in one cover (envelope)
- b) Commercial Bid (1 Copy) in one cover (envelope)

3.2. Technical Bid and Commercial Bid of the Tender should be placed in separate sealed covers with the wordings "Technical Bid" and "Commercial Bid" respectively super-scribed on them. Please note that the Technical Bid shall not include any commercial information. Any Technical Bids containing commercial information shall be declared non-responsive and shall be disqualified.

3.3. The Technical Bid and Commercial Bid should be a complete document and should be bound as each volume separately. The document should be appropriately flagged and should contain the list of contents with page numbers. Any deficiency in documentation may result in the rejection of the Bid.

3.4. The covers containing the Technical Bid, Commercial Bid and the draft for the Tender Fee as mentioned in Clause 4.2 of this Section must be put in another envelope (Bid Cover). The Bid Cover should be super scribed with the wordings **"Do not open before 1500 hours on October 15, 2008"** and this envelope should be clearly marked **"Request for Proposal for Empanelment of Agencies for providing Temporary Staffing services for Capacity Building Scheme under the NeGP"**.

3.5. The Bid Cover should also indicate clearly the name, address and telephone number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late" / "Invalid".

3.6. As part of the Bid, Bidder should also provide the Technical Bid and Commercial Bid in soft copy format, in the form of a non-re-writeable CD (Compact Disc) as follows:

- 3.6.1. **One copy** of CD containing the Technical Bid - The CD containing Technical Bid should be sealed along with the hard copy of the respective Technical Bid.
- 3.6.2. **One copy** of CD containing the Commercial Bid - The CD containing Commercial Bid should be sealed along with the hard copy of the respective Commercial Bid.

- 3.6.3. The CDs submitted by the Bidder must be in a sealed cover. The sealed covers as well as the CD media must be duly signed by the Bidder using a “Permanent Pen/Marker”, and should be super scribed with “Technical Bid” and “Commercial Bid” respectively and should bear the name of the Bidder.
- 3.6.4. Bidder must ensure that the information furnished by him/her in the CD is identical to that submitted by him/her in the original paper Bid document. In case of any discrepancy observed by the Purchaser in the contents of the CDs and original paper Bid documents, the information furnished on original paper Bid document will prevail over the soft copy.
- 3.6.5. Bidder must ensure that Technical Bid CD does not contain any Commercial items / prices.
- 3.6.6. The Technical Bid shall be brief and concise and shall precisely address the requirements laid down in RFP.

4. Cost of Tender

- 4.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, attending pre-Bid meeting, including cost of presentation for the purposes of clarification of the Bid, if so desired by the Purchaser. The Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- 4.2. The Cost of Tender would include an **Initial Processing Fee of Rs. 5,000 only (INR Five Thousand Only)**. The Bidder will issue a draft payable in New Delhi for the amount of Initial Processing Fee drawn in favor of “Pay and Accounts Officer, Department of Information Technology”. As part of the Bid, the Bidder will enclose the draft in a separate envelope and clearly mark “Draft for Initial Processing Fee” and sent along with the two covers of Technical and Commercial Bid as per Clause 3 of this Section.
- 4.3. The amount of the Initial Processing Fee would be non-refundable under any circumstance except as mentioned in Clause 19 of this Section.

5. Contents of the Tender

5.1. The Tender document includes:

Section I	Invitation for Bids
Section II	Instructions to Bidders
Section III	Terms and Conditions
Section IV	Contents of Bid
Section V	Scope of Work
Section VI	Annexure

5.2. The Bidder is expected to examine all Sections of the Tender document carefully. Failure to furnish all information required by the Tender 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 the rejection of the Bid.

6. Clarification and Deviation on Tender

6.1. A Bidder requiring any clarification or seeking any deviation from the Tender Document may submit queries by sending an email at the e-mail address given in Clause 2 of Section

I. Bidder should also send a written copy to the Purchaser of any such clarification and deviations at the address mentioned in Clause 2 of Section I.

- 6.2. All queries must be received by the Purchaser no later than the date given in Clause 2 of Section I. The queries must be submitted in the format as per **Form 6: Statement of Clarification and Deviations from the Tender Document.**
- 6.3. The Purchaser will respond through e-mail AND by Post to any request for clarification, queries and deviation on the Tender Document, received not later than the dates prescribed by the Purchaser in Clause 2 of Section I and post the same on the website of the Purchaser (www.mit.gov.in). The Bidders are requested to visit the website frequently to check for any updates.
- 6.4. The Purchaser will also organize a pre-bid meeting for all the prospective Bidders to address their queries / concerns.
- 6.5. **NO Technical and/or Commercial Deviation will be allowed in the final Bid submission, post response to Clarification and Deviation by DIT.**

7. Amendment of Tender

- 7.1. At any time prior to the last date for receipt of Bids, the Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an amendment. Any such amendment issued along with the Original Tender document will constitute Revised Tender
- 7.2. The amendment will be uploaded on the website of the Purchaser (www.mit.gov.in – What's new and Tender section) and notified in writing and through e-mail to all Bidders and will be binding on them. The Bidders are requested to visit the website frequently to check for any amendments.
- 7.3. In order to provide the Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in the Tender.
- 7.4. Purchaser may at any time during the Tendering process request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

8. Language of Bids

- 8.1. The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged between the Bidder and the Purchaser, shall be written in the English language.

9. Documents Comprising the Bids

- 9.1. The Bid prepared by the Bidder shall comprise the following components:
- A. The Technical Bid - comprises of the following:
- Form 1: Technical Bid Submission Form
 - Form 2: Bidder profile
 - Form 3: Details of Experience of the Bidder
 - Form 4: Team structure and CVs
 - Form 5: Approach and Methodology
 - Any other relevant Proofs and Annexure

B. The Commercial Bid - comprises of the following:

Form 7: Commercial Bid Submission Form

Form 8: Commercial Bid

Form 9: Statement of Undertaking of Participation and Validity of Commercials

Any other relevant Proofs and Annexure

10. Firm Prices & Discount

- 10.1. 'Man Month Rate' quoted by Level must be firm and final and shall not be subject to any escalation, on any account whatsoever. The Bidder shall, therefore, provide the 'Man Month Rate' by Level in Form 8 of Section IV enclosed with the Bid. The 'Man Month Rate' by Level shall be indicated in **Indian Rupees (INR) ONLY**.
- 10.2. The Commercial Bid should clearly provide the 'Man Month Rate' to be charged without any qualifications whatsoever. The Bidder should clearly outline any statutory surcharges that may be applicable such as Service Tax in Form 8 of Section IV.

11. Authorized Signatory (Bidder)

- 11.1. All pages of the Bid and Tender Form shall be initialed and stamped by the Authorized Representative of the Bidder.
- 11.2. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Authorized Representative of the 'Bidder'.
- 11.3. An assigned **Authorized Representative**, who has signed the Bid and Tender Form, shall submit a **Certificate of Authority**.
- 11.4. The Certificate of Authority and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid.

12. Period of Validity of Bids

- 12.1. Bids shall remain valid for the period of 120 days after the date of Bid opening prescribed in this Tender document. A Bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 12.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by e-mail). The final decision on extension of Bid Validity will be taken by the Purchaser.

13. Format and Signing of Bid

- 13.1. The Bid shall be signed by duly Authorized Representative of the Bidder to bind the Bidder to the Contract in accordance with Clause 11 of this Section.
- 13.2. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct the errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 13.3. The Bidder shall duly sign and seal its Bid with the exact name of the Bidder and Contact details.

14. Sealing and Marking of Bids

- 14.1. The Bidder shall seal and mark the Bid strictly in accordance with Clause 3 of this Section.

- 14.2. If the outer cover of the Bid is not sealed and marked as required by Clause 3 of this Section, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening. The Bid would be considered as invalid and liable to be rejected.

15. Revelation of Commercials

- 15.1. Commercials in any form or by any reason before opening the Bid should not be revealed, failing which the offer shall be liable to be rejected.

16. Local Conditions at State/UT

- 16.1. It will be the responsibility of each Bidder to fully acquaint itself with the local conditions and factors in states and UTs, where their actual services will be rendered and where the Bidder has expressed their willingness to participate, which would have any effect on the performance of the Contract and / or the cost.
- 16.2. It will be imperative for each Bidder to fully inform himself/herself of all legal conditions and factors which may have any effect on the execution of the Contract as described in the Tender document. The Purchaser shall not entertain any request for clarification from the Bidder regarding such legal conditions after submission of the bids by the Bidder.
- 16.3. It is the responsibility of the Bidder that all factors have properly been investigated and considered while submitting the Bid and that no claim whatsoever including those for financial adjustment to the Agreement awarded under the Tender document will be entertained by the Purchaser and that neither any change in the time schedule of the Agreement nor any financial adjustments arising thereof shall be permitted by the Purchaser on account of failure of the Bidder to apprise themselves of local laws / conditions at the States/UTs.

17. Consortium Bids

- 17.1. The Bidder is NOT allowed to form Consortium of any nature whatsoever to perform the Services as specified under this Tender.

18. Last Date for Receipt of Bids

- 18.1. Bids will be received by the Purchaser at the address specified under Clause 2 of Section I not later than the time and date specified in Clause 2 of Section I. In the event of the specified date for the receipt of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- 18.2. The Purchaser may, at its discretion, extend the last date for the receipt of Bids by amending the Tender in accordance with Clause 7 of this Section, in which case all rights and obligations of the Purchaser and Bidder previously subject to the last date will thereafter be subject to the last date as extended.

19. Late Bids

- 19.1. Any Bid received by the Purchaser after the specified time and last date for receipt of Bids prescribed by the Purchaser, pursuant to Clause 2 of Section I, will be rejected and/or returned unopened to the Bidder. In such a case, the draft for the Initial Processing Fee as submitted by the Bidder as under Clause 4 of this Section would be returned to the Bidder.

20. Modification and Withdrawal of Bids

- 20.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser not later than the last date prescribed for receipt of Bids.
- 20.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 3 of this Section. A withdrawal notice may also be sent by e-mail but followed by a signed confirmation copy, which should be received by the Purchaser before the last date for receipt of Bids.
- 20.3. No Bid may be modified subsequent to the last date for receipt of Bids.

21. Address for Correspondence

- 21.1. The Bidder shall designate the official mailing address, place, email and telephone number to which all correspondence shall be sent by the Purchaser and detail the same as per Form 2: Bidder Profile of Section IV.

22. Contacting the Purchaser

- 22.1. No Bidder shall contact the Purchaser on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
- 22.2. Any effort by a Bidder to influence the Purchaser's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

23. Clarifications

- 23.1. When deemed necessary, the Purchaser may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.
- 23.2. During the course of evaluation of the Technical Bid by the Purchaser, the Bidder may need to make a presentation on ANY and/or ALL areas of the Bid.

24. Bid Opening

- 24.1. The Bids shall be opened on the date and time as specified in Clause 2 of Section I, in the presence of representatives of the Bidders who may choose to attend the proceedings. The representatives of Bidders will sign a register in evidence of their presence.

25. Preliminary Examination

- 25.1. The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether Bid processing fee has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 25.2. If there is a discrepancy between words and figures in any part of the Bid, the amount indicated in words will prevail.
- 25.3. A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

26. Overall Bid Evaluation Process

- 26.1. The evaluation process of the Bid proposed to be adopted by the Purchaser is indicated in Clauses 27 to 31. The purpose of these Clauses is only to provide the Bidder an

understanding of the evaluation process that the Purchaser may adopt. The Purchaser reserves the right to modify the evaluation process at any time during the Tender process.

26.2. At any time during the process of evaluation, the Purchaser may seek specific clarifications from any or all Bidders.

26.3. The evaluation would consist of following Phases

Phase I: Evaluation of Technical Bids

Phase II: Evaluation of Commercial Bids

27. Bid Evaluation Fundamentals

27.1. It is mandatory for each Bidder to provide 'Man Month Rate' by each Level **within the respective 'Upper Limit'** for each Level specified in this Section, valid for all the States and UTs where willingness has been indicated to provide Temporary Staffing services as part of the EOI response submitted by the Bidder. **Failure to do so may result in the Bid being considered incomplete and summarily rejected.**

27.2. It is mandatory for each Bidder to furnish a 'Statement of Undertaking of Participation and Validity of Commercials' as per the format provided in Form 9 in Section IV.

27.3. Minimum no. of Agencies to be Empanelled for each State is **One**.

27.4. The Bidders will have to provide 'Man Month Rate' within the 'Upper Limit' for each Level (Consultant, Senior Consultant and Principal Consultant) across different profiles (Programme Management, Change Management, Financial Management, Technology Management).

27.5. The 'Upper Limit' of 'Man Month Rate' for each Level at an all India basis are indicated below:

a. Principal Consultant – up to Rs 2,00,000 / month

b. Senior Consultant – up to Rs 1,50,000 / month

c. Consultant – up to Rs 1,00,000 / month

27.6. The 'Man Month Rate' quoted within the 'Upper Limit' for each Level will be inclusive of Overall Compensation and Out of Pocket Expenses. Service Tax will be over and above the 'Man Month Rate' and should be as per the format provided in Form 8 in Section IV.

27.7. The common 'Man Month Rate' quoted within the 'Upper Limit' for each Level across different profiles **will be valid for all States and UT where willingness has been indicated and the rate should not differ as per States and UT.**

27.8. The Indicative no. of SeMT personnel for each State and UT is provided in Annexure 1.

28. Phase I: Evaluation of Technical Bids

28.1. Technical Bids of all Bidders will be opened and a detailed analysis will be subsequently carried out by the Purchaser.

28.2. The Technical Bid will be reviewed for compliance with the necessary Instructions, Terms and Conditions, Scope of Work, Formats etc. as outlined under this Tender.

28.3. The detailed Technical Evaluation criteria for evaluation of Technical Bids is as follows:

S. No	Evaluation Criteria	Marks
1	Experience of Bidder in handling similar projects in the following key domains	
a.	Experience in providing Temporary Staffing services to State / Central / government.	7.5
b.	Experience of providing Strategic Planning for State / Central government.	7.5
c.	Experience of providing Project Consultancy for State / Central government.	7.5
d.	Experience of providing Program Management and Project Implementation and Support for State / Central government.	7.5
	Sub Total	30
2	CVs of personnel proposed by the Bidder	
a.	Proposed Team Leadership and Project Organization	10
b.	CV's proposed across required skill and experience profile in following areas (All the CVs proposed will be provided to the States/UTs and wil act as a benchmark for States/UTs to select):	10
	Change Management	
	Technology Management	
	Financial Management	
	Programme / Project Management	
	Sub Total	20
3	Approach and Methodology (A&M) proposed by the Bidder for the project	
	Understanding of SoW and comments on ToR	5
	Proposed A&M for DPR preparation	5
	Proposed A&M for Bid Process Management	5
	Proposed A&M for Program Management as SeMT (e.g. Coordinating and reviewing progress of external agencies, Undertaking cost-benefit analysis, Monitoring and Tracking progress of various e-governance projects, handling day to day SeMT operations etc.)	5
	Proposed A&M for handling Capacity Building for the States/UT as SeMT	5
	Sub Total	25
5	Evaluation by the Technical Committee	20
6	Technical Proposal Responsiveness	5
	Sub Total	25
Grand Total		100

28.4. Only Bidders, who score a Technical score of **65 and above, will qualify and be eligible for the opening and evaluation of the Commercial Bid.**

28.5. If required, the Purchaser may seek specific clarifications from any or all Bidder(s) at this stage. The Purchaser shall determine whether the Bidder qualifies for evaluation after reviewing the clarifications provided by the Bidder.

29. Phase I : Evaluation of Commercial Bids

- 29.1. The Bidders will be asked to provide Commercial Bid as specified in Clause 27 of this Section and as per the Format provided in Form 8.
- 29.2. Only Bidders, who have been Technically qualified as per Clause 28 of this Section will be eligible for the opening and evaluation of the Commercial Bid.
- 29.3. **To qualify for Empanelment** for the particular State/UT, each Bidder MUST provide 'Man Month Rate' for each Level within the respective 'Upper Limit' specified in Clause 27 of this Section, valid for all the States and UTs where willingness has been indicated to provide Temporary Staffing services as part of the EOI response submitted by the Bidder.

30. Empanelment of Agencies

- 30.1. All Technically Qualified Bidders who have provided 'Man Month Rate' within the respective 'Upper Limit' for all Levels will be EMPANELLED for 'Providing Temporary Staffing Services' as per this Tender subject to entering into an Agreement and furnishing of Performance Security.
- 30.2. At this stage, all Bidders agreeing to be Empanelled will have to enter into an 'Agreement for Empanelment' as per Annexure 3 with Department of Information Technology, Ministry of Communications and IT, Government of India.
- 30.3. At this stage, the Bidder will have to furnish a Performance Security to the Purchaser as per Clause 39 of this Section.
- 30.4. All such Bidders who have provided 'Man Month Rate' and agreed to work within the respective 'Upper Limit' and have entered into an 'Agreement for Empanelment' as per Annexure 3 and have furnished a Performance Security to the Purchaser as per Clause 39 of this Section will be EMPANELLED and termed as an EMPANELLED AGENCY.

31. Selection Process at State / UT

- 31.1. After the Empanelment of Agencies as per the Tender evaluation process, the Purchaser will issue a final list of Empanelled Agencies State / UT wise. The Purchaser will also issue/notify, for each State/UT, Empanelled Agency wise 'Man Month Rate' for each Level applicable across different profiles.
- 31.2. It will be mandatory for all Empanelled Agencies for a particular State/UT to participate in the selection process at State / UT.
- 31.3. It is expected that the selection process at State level will be carried out as follows:
 - 31.3.1. During the Selection Process at the State level, the State Nodal Agency will release their actual requirement of SeMT personnel along with any additional area of work (if any) beyond the Scope of Work mentioned in this Tender document only to the Empanelled Agencies to provide Temporary Staffing services for the particular State / UT.
 - 31.3.2. The Empanelled Agencies will be requested to provide CV's for each actual requirement of SeMT Personnel. The CVs **SHOULD** be of the personnel who will eventually be deployed against each such requirement and **1/3rd of the CVs provided should be on the rolls of the Empanelled Agency for the period of**

at least 1 (One) year from the date of signing the Agreement with the Purchaser.

- 31.3.3. The State Nodal Agency will ask the proposed personnel to undergo a formal interview.
- 31.3.4. The Personnel whose CVs has been provided, will be evaluated based on the Qualification and Experience and Interview against each profile as specified under this Tender and will be scored on a scale of 100 (One hundred) by the State Nodal Agency.
- 31.3.5. 'Estimated Total Price (ETP)' will be calculated for each Empanelled Agency by the State Nodal Agency based on the actual requirement of SeMT personnel by each Level and the 'Man Month Rate' by Level provided by the Empanel ed Agency to the Purchaser as specified in Clause 31.1 above.
- 31.3.6. Empanelled Agency with the lowest ETP will receive the maximum score of 100 and ETP scores of all other Empanelled Agencies will be marked as follows:
 $Sf = 100 \times Fm/F$
Where,
Sf is the ETP score of the Commercial Proposal being evaluated
Fm is the lowest ETP
F is the ETP of the Commercial Proposal under consideration
- 31.3.7. **Fol owing evaluation of CVs and ETP scores derived, final ranking of each Empanel ed Agency will be determined. This will be done by applying the weightage of 0.70 (or 70 percent) and 0.30 (or 30 percent) respectively to the CVs and ETP scores (Sf) of each Empanel ed Agency, and then computing the Composite Score for each Empanel ed Agency.**
- 31.3.8. State Nodal Agency will award the Contract to the Empanel ed Agency, which has the highest Composite Score.
- 31.3.9. At this stage, the Empanel ed Agency who has the highest Composite Score will have to enter into a Contract with the State Nodal Agency.
- 31.3.10. At this stage, the Empanelled Agency with the highest Composite Score will also have to furnish a Performance Security to the State Nodal Agency as per Clause 39 of this Section.
- 31.3.11. An Empanelled Agency who has entered into the Contract with State/UT and has furnished a Performance Security to the State Nodal Agency as per Clause 39 of this Section will be SELECTED and termed as a SELECTED AGENCY for that State/UT.
- 31.3.12. The requirement from States may come at periodic intervals. The Selected Agency will have to meet any such future requirement of the State/ UT at the 'Man Month Rate' for that particular Level which was considered for deriving the above 'Estimated Total Price (ETP)'.

32. Right to Accept Any Bid and to Reject Any or All Bids

- 32.1. The Purchaser reserves the right to accept any Bid, and to annul the Tender process and reject any or all Bids at any time prior to award of Agreement, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

33. Notification of Award

- 33.1. Prior to the expiration of the period of Bid validity, the Purchaser will notify the successful Bidders by e-mail or in writing that its Bid has been accepted.
- 33.2. The notification of award will constitute the formation of the Agreement.

34. Signing of Agreement

- 34.1. At the same time as the Purchaser notifies the successful Bidder that its Bid has been accepted, the Bidder shall send the 'Agreement for Empanelment' as per Annexure 3 provided in the Tender within 10 days of receipt of such notification, incorporating all agreements between the parties.
- 34.2. The 'Agreement for Empanelment' shall be duly signed and dated by the successful Bidder failing which the Purchaser can decide on appropriate course of action which might lead to cancellation of Empanelment.

35. Confidentiality of the Document

- 35.1. This Tender is confidential and the Bidder should not disclose any information relating to the examination, clarification and comparison of the Bids to any respondents or any other persons not officially concerned with such process until the entire Tender evaluation process is over.
- 35.2. The undue use by any Bidder of confidential information related to the process may result in rejection of its Bid.

36. Confidentiality Agreement with State Nodal Agency

- 36.1. It is expected that the Selected Agency at the State level will have to sign a Confidentiality Agreement with the State Nodal Agency.
- 36.2. During the execution of the Project, except with the prior written consent of the State Nodal Agency and the Purchaser, any Selected Agency and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of providing Services.

37. Bid Rejection Criteria

- 37.1. Besides other conditions and terms highlighted in the Tender document, Bids may be rejected under following circumstances:
- 37.2. Technical
 - Incomplete Bids that do not quote for the complete Scope of Work as indicated in the Tender document, addendum (if any) and any subsequent information given to the Bidder;
 - Bids providing information that are found to be incorrect / misleading at any stage / time during the Tendering Process;
 - Technical Bid containing Commercial details;
 - Bids/Bidders that reveal prices in any form or by any reason before opening the Commercial Bid.
- 37.3. Commercial
 - Bids made through Telex /Telegraphic / Fax/E. Mail;
 - Bids which do not confirm unconditional validity of the Bid for 120 days from the date of opening of Bid;

Bids where 'Man Month Rate' by Level are not firm during the entire duration of the Contract and / or with any qualifications;

Bids which do not conform to Purchaser's Commercial Bid format;

Bids in respect to which the Bidder does not accept the Purchaser's rectification of arithmetic discrepancies, if any, in the Commercial Bid.

37.4. Others

Bids that do not confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this Tender;

Bids in which the Bidder seeks to influence the Purchaser's Bid evaluation, Bid comparison or Agreement award decisions.

38. Return of Bid Security of successful and unsuccessful Bidders

38.1. A Bidder will be deemed unsuccessful if he does not qualify for Empanelment as per the process of Bid evaluation defined under this Tender under Clause 26 – 30 of this Section.

38.2. The Bid Security of all unsuccessful Bidders will be returned within 30 days of conclusion of the Tender process.

38.3. The Bid Security of all successful Bidders under this Tender will be returned on signing the Agreement with Purchaser and furnishing a Performance Security as per Clause 39 of this Section.

38.4. This Performance Security will be retained by the Purchaser to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Empanelled Agency of any of the Terms and Conditions of the said Agreement and/or in the performance thereof.

38.5. The decision of the Purchaser, whether any breach of any of the Terms and Conditions of the said Agreement and/or in the performance thereof has been committed by any Empanelled Agency and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on the Empanelled Agency and the amount of the said loss or damage shall be deducted from the Performance Security.

39. Performance Security

39.1. Performance Security to the Purchaser

39.1.1. The successful Bidder shall furnish Performance Security to the Purchaser at the time of signing the Agreement of Empanelment which shall be equal to **500,000 (Rupees Five Lakhs only)** and shall be in the form of a Guarantee Bond from a Nationalized / Scheduled Bank in the Proforma given in Form 10 which would be valid for the entire period of Empanelment.

Rs.

39.2. Performance Security to the State Nodal Agency

39.2.1. The successful Bidder at each State/UT shall furnish Performance Security to the State Nodal Agency at the time of acceptance of Contract with the State Nodal Agency which shall be equal to **10% (Ten percent)** of the value of the Contract and shall be in the form of a Guarantee Bond from a Nationalized / Scheduled Bank in the Proforma provided by the State Nodal Agency which would be valid for the entire period of project execution.

40. General

- 40.1. Bidder shall not make any alteration / changes in the Bid after the closing time and date. Unsolicited correspondences from Bidder will not be considered.
- 40.2. If at any stage of Tendering process or during the currency of the Agreement, any suppression / misrepresentation of such information is brought to the knowledge of the Purchaser, the Purchaser shall have the right to reject the Bid or terminate the Agreement, as the case may be, without any compensation to the Bidder.
- 40.3. The Bidder shall be deemed to have complied with all Clauses in the Tender under all the Sections of the Tender document. Evaluation will be carried out on the available information in the Bid.
- 40.4. Any other point, which may arise at the time of evaluation, will be decided by Purchaser for assessment of the Bids.

Section II – Terms and Conditions

Disclaimer

The information contained in this Tender document or information subsequently provided to Bidder(s), whether verbally or in documentary form by or on behalf of Department of Information Technology, is provided to the Bidder(s) on the terms and conditions as set out in this Tender document. This Tender document is not an agreement, and not an offer or invitation by Department of Information Technology to any parties other than Bidder(s) who are qualified to submit the bids. The purpose of this Tender document is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender document does not claim to contain all information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability or completeness of this Tender document. Department of Information Technology may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information in this Tender document.

Master Service Agreement

1. Definitions

1.1. In this Tender, the following terms shall be interpreted as indicated :

1. The "Agreement" means the Agreement entered into between the Purchaser and the Bidder(s) for Empanelment of the Agency for the Project, as recorded in the Agreement Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
2. "The Purchaser" means the Department of Information Technology, Ministry of Information and Technology, Government of India.
3. The "State Nodal Agency" means the designated Nodal Agency of the State / UT or any other designated Agency that enters into Contract (as hereinafter defined) with the Bidder to receive services within the Terms and Scope of this Tender document.
4. The "Bidder" means (i) the Agency who responds to this Tender document, by submitting the Bid as per the terms of the Tender document, (ii) Agency that is shortlisted under this Tender for Empanelment, and enters into the Agreement with the Purchaser, and (i) Agency that upon execution of Contract with the State Nodal Agency, provides the Temporary Staffing services to the State Nodal Agency when selected through the process at the State/UT level. Reference to "Bidder" shall be construed accordingly, as the context requires.
5. The "Contract" means the agreement entered into between the State Nodal Agency and the Bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
6. "Services" means Temporary Staffing services to be provided to the States/UT for Capacity Building Scheme under the National e-Governance Plan (NeGP).
7. "Day" means a working day.
8. "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Agreement.

2. Use of Agreement Documents and Information

- 2.1. The Bidder shall not, without the Purchaser's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, report, findings, data or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Bidder in performance of the services under this Tender.
- 2.2. The Bidder shall not, without the Purchaser's prior written consent, disclose any documents including (soft and hard copies), plan, report, findings, data, plans, specifications, process definitions/details and copies, thereof furnished by the Purchaser as well as all deliverables (hard and soft copies) including but not being limited to methodologies, frameworks, models, plans, process documentation, program specifications etc. to any person other than a person employed by the Bidder in performance of the services under this Tender.

3. Intellectual Property Rights

- 3.1. All Intellectual Property Rights under this Tender Document, or Agreement, or Contract will be considered “work made for hire” and belong exclusively to the Purchaser, and/or State Nodal Agency. Purchaser and/or State Nodal Agency shall at all times retain all right, title and interest in and to any and Intellectual Property Rights. It is hereby expressly clarified that the Bidder shall have no right, title or interest in or to such Intellectual Property Rights for any purpose, except the right to use, modify, enhance and operate such designs, programs, modifications in order to perform services hereunder for the purpose of and during term of the Agreement/ Contract with State Nodal Agency (as the case may be), and as may be expressly set forth herein or in a separate written agreement executed between the parties. The Bidder shall not use such Intellectual Property for any other purpose during and after the term of the Contract.
- 3.2. In relation to any inventions, discoveries or other Intellectual Property Rights, the Bidder shall:
- 3.2.1. make full and complete disclosure to the Purchaser and/or State Nodal Agency, including any and all information in the Bidder’s possession relating to their patentability (if any); and
 - 3.2.2. execute patent applications (if any) and other instruments considered necessary or desirable by the Purchaser and/or State Nodal Agency or required by statute to apply for and obtain Letters Patents or any similar documents covering such inventions, discoveries or innovations, and will cooperate with and assist the Purchaser in any proceedings necessary to obtain and/or enforce such patents and/or other applicable Intellectual Property Rights; and
 - 3.2.3. assign and execute any other documents or instruments necessary to convey to the Purchaser ownership and exclusive rights in such inventions, discoveries, patent applications, and/or patents, or other Intellectual Property Right
- 3.3. Notwithstanding anything to the contrary contained herein, the Bidder will defend, indemnify and hold harmless the Purchaser, and/or State Nodal Agency against any suit or claim brought by a third party that the possession or use of the software, programs, firmware and hardware, materials or documents infringes such third parties intellectual property rights or is a misuse of its Confidential Information.

4. Insurance for key Personnel

- 4.1. Accident or Injury to personnel provided on Temporary Staffing

The Purchaser and the State Nodal Agency shall not be liable for or in respect of any damages or compensation payable to any personnel provided on Temporary Staffing to State Nodal Agency by the Bidder other than the death or injury resulting from any act or default of the Purchaser, and/or State Nodal Agency. The Bidder undertakes to indemnify and keep indemnified the Purchaser against all such damages and compensation and against all such claims proceedings, damages, costs, charges and expenses (including reasonable legal costs) whatsoever in respect thereof or in relation thereto.

5. Resolution of Disputes between Purchaser and the Bidder

- 5.1. The Bidder and the Purchaser shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Agreement.
- 5.2. Any dispute or difference whatsoever arising between the parties (the Purchaser and the Bidder) to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof, which can not be resolved through the process specified in Clause 5.1 above shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996, and any subsequent amendments thereon.

6. Scope of work / Agreement

- 6.1. Scope of the Work shall be as defined in Section V and Annexes thereto of this Tender.

7. Binding Clause

- 7.1. All decisions taken by the Purchaser regarding the processing of this Tender shall be final and binding on all parties concerned.

8. Bid

- 8.1. Before submitting the Bid, the Bidder shall at their own cost and expenses visit the States/UTs where they intend to provide Services and examine and satisfy as to the nature of the existing e-Governance and National e-Governance Plan (NeGP) related activities and shall obtain information on all matters and conditions as they may feel necessary for the execution of the Services as intended by the Purchaser.
- 8.2. The Bidder shall be deemed to have satisfied itself fully before Bidding, as to the correctness and sufficiency of its Bid for the Services and of the 'Man Month Rate' by Level quoted in the Bid to cover all obligations under this Tender.
- 8.3. It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no work will be considered as extra work and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the Agreement and intent of the Purchaser and have been so ordered in writing by the Purchaser, whose decision shall be final and binding.
- 8.4. Unless otherwise specified in the Agreement, no escalation in the 'Man Month Rate' by Level quoted in this Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of the Services, whichever is later on account of any reasons whatsoever.
- 8.5. The Purchaser reserves its right to award the Agreement to any Bidder and its decision in this regard shall be final. The Purchaser also reserves the right to reject any or all Bids received including scrapping the Tender. No disputes can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account.
- 8.6. The 'Man Month Rate' by Level quoted by the Bidder shall include Costs and expenses on all counts viz. cost of equipment, materials, consultancy, cost of implementation tools / techniques / methodologies, manpower, supervision, administration, overheads, profits, lodging, boarding etc.

- 8.7. The 'Man Month Rate' by Level quoted by the Bidder shall be firm during the validity period of 120 days and also during the period of Agreement including period(s) of extensions of time, if any, as stated earlier. Escalation in rates will not be permitted during the said period(s) or during any period while providing Services whether extended or not, for whatsoever reasons. The Bidder shall particularly take note of this factor before submitting their Bids.
- 8.8. The Bidder shall make all arrangements for his Consultants / Senior Consultants / Principal Consultants / other manpower / equipment being provided as part of the Services to reach various base locations at his own cost, and to transport the required equipment if any, inside the working places. All material/tools/templates etc. except those agreed by the State Nodal Agency shall be supplied by the Bidder at his own cost and the rates quoted by the Bidder should include and be inclusive of all royalties, perks, rents, taxes, cess, etc. and other statutory levies, if any, etc.
- 8.9. At any time after acceptance of Bid, the Purchaser reserves the right to add, amend or delete any work item, or reduce the Scope of Work in the overall interest of the work by prior discussion and intimation to the Bidder. The decision of the Purchaser, with reasons recorded thereof, shall be final and binding on both the Purchaser and the successful Bidder. The successful Bidder shall not have right to claim compensation or damage etc. in that regard.

9. Subletting of Work

- 9.1. The Bidder will not in the ordinary course be permitted to appoint any Delegate/ Sub Contractor.
- 9.2. Nothing in this Agreement or any Contract hereunder shall relieve the Bidder from its liabilities or obligations to provide the Services to the State Nodal Agency after selection for same in respective State/UT, in accordance with this Agreement and permit the Bidder to Delegate / Sub Contract work.

10. Contract with State Nodal Agency

- 10.1. The Contract the Bidder executes with the State Nodal Agency shall be read as supplement to this Agreement. No conditions in the Contract with the State Nodal Agency shall, in spirit, conflict with the conditions of this Agreement.
- 10.2. The Agreement signed with DIT will prevail, in case of any conflict between the Agreement signed with DIT and the Contract signed with State Nodal Agency.

11. Conflict of Interest

- 11.1. Any Bidder selected by any State Nodal Agency under this Tender will be barred from participating in any Bid Process (downstream activities) falling within the Scope of Work / assisted by the Bidder or its personnel, till the duration of their Contract with the respective State Nodal Agency, only in the State/UT in which the Bidder is providing its services under the current Tender. The Bidder would not be barred from executing existing projects for which it is already selected within a State/UT, however it would be barred from any future projects / Bid Process (downstream activities) falling within the Scope of Work / assisted by the Bidder or its personnel, till the duration of their Contract with the respective State Nodal Agency, in that State/UT in which it is providing its services under the current Tender.

12. Term and Extension of Empanelment

- 12.1. The term of Empanelment under this Agreement will be for a period of 15 months which shall start from day of signing of Agreement.
- 12.2. If required by the State Nodal Agency and/or Purchaser, an extension for Empanelment can be granted to the Bidder. The final decision will be taken by the Purchaser in mutual consultation with the State Nodal Agency.
- 12.3. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 2 months before the expiration of the term hereof, whether it will grant the Bidder an extension of the term of Empanelment. The decision to grant or refuse the extension shall be at the Purchaser's discretion.
- 12.4. Where the Purchaser is of the view that no further extension of the term be granted to the Bidder, the Purchaser shall notify the Bidder of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the State Nodal Agency within which, the State Nodal Agency shall appoint its own personnel.

13. Termination of Empanelment

- 13.1. The Purchaser may, terminate this Agreement by giving the Bidder a 1 (One) month prior and written notice indicating its intention to terminate the Agreement under the following circumstances:
 - 13.1.1. The term of Agreement expires.
- 13.2. The Purchaser may, terminate this Agreement by giving the Bidder a 15 (fifteen) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
 - 13.2.1. The Purchaser is of the opinion that there has been such event of default on the part of the Bidder which would make it proper and necessary to terminate this Agreement and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid or under this Agreement.
 - 13.2.2. If the Bidder fails and/or refuses to participate in the Selection Process in the State/UT, for which he has been empanelled for under this Agreement, to provide services as per the Scope of Work defined under this Tender.
 - 13.2.3. The Bidder fails and/or refuses to provide services to the State/UT where he has been awarded the Contract to provide services as per the Scope of Work defined under this Tender.
 - 13.2.4. The Bidder has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
 - 13.2.5. Where it comes to the Purchaser's attention that the Bidder is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of this Tender and the Agreement of Empanelment under this Tender or has without authority acted in violation of the Terms and Conditions of this Tender and has committed breach of Terms of the Agreement in best judgment of the Purchaser.

- 13.2.6. The Bidder has failed to meet the desired level and quality of services as per the Scope of Work under this Tender with more than 3 (Three) State Nodal Agencies.
 - 13.2.7. In the event of the quality of Temporary Staffing Personnel and/or services as per the Scope of Work under this Tender and the Contract with the State Nodal Agency not found acceptable by the State Nodal Agency.
 - 13.2.8. The Bidder has abandoned the Services at State/UT level.
 - 13.2.9. The Bidder has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Agreement to be observed and performed by it.
 - 13.2.10. The Bidder has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Purchaser.
 - 13.2.11. The Bidder has been declared insolvent/bankrupt.
- 13.3. Consequences of Termination
- 13.3.1. The State Nodal Agency shall have the right to carryout the unexecuted portion of work either by itself or through selecting other Bidder.
 - 13.3.2. In the event of termination of this Agreement, pursuant to Clause 14.1 and 14.2 above, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Bidder shall be obliged to comply with.
 - 13.3.3. In the event that the termination of this Agreement is due to the expiry of the Term of this Agreement, a decision not to grant any (further) extension by the Purchaser, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Bidder, the Bidder herein shall be obliged to provide all such assistance to the successor or any other person as may be required by the State Nodal Agency / Purchaser.
 - 13.3.4. Where the termination of the Agreement is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the State Nodal Agency shall pay the Bidder for that part of the Services which have been authorized by the State Nodal Agency and satisfactorily performed by the Bidder up to the date of termination. Without prejudice any other rights, the State Nodal Agency may retain such amounts from the payment due and payable by the State Nodal Agency to the Bidder as may be required to offset any losses caused to the State Nodal Agency as a result of any act/omissions of the Bidder.
 - 13.3.5. The State Nodal Agency may take possession of the works and all deliverables of the Bidder and use or employ the same for completion of the work or employ any other Bidder or other person or persons to complete the works. The Bidder shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Bidders or other persons employed for completing and finishing or using such deliverables.
 - 13.3.6. Nothing herein shall restrict the right of the Purchaser to invoke the Performance Security furnished hereunder and pursue such other rights and/or remedies that may be available to the Purchaser under law.

13.3.7. In the event of termination of this Agreement consequent to the expiry of the term of Agreement or due to the termination of Agreement initiated by the Bidder prior to the stipulated term of Agreement, the Bidder is obliged to transfer the legal ownership of such deliverables to the State Nodal Agency that are deployed or used for a total consideration of Re. 1/- (Rupee One only), at the time of such termination of this Agreement.

13.3.8. When the Agreement is terminated by the Purchaser for all or any of the reasons mentioned above, the Bidder shall not have any right to claim compensation on account of such termination.

14. Provision of Personnel for Temporary Staffing

14.1. General

14.1.1. The Bidder if selected by any State/UT shall provide such qualified and experienced Personnel as are required to carry out the Services as per the detailed Scope of Work specified in Section V of this Tender.

14.1.2. Personnel deployed by the Bidders as SeMT should EXCLUSIVELY and ONLY be involved in the SeMT operations as defined in the Tender and should NOT be under any circumstances be involved or working for any other projects/assignments, whether of the Bidder or any other State Departments, for the duration of the Contract with the State Nodal Agency.

14.2. Description of Personnel

14.2.1. The Level, Roles, Responsibilities, Qualification, Experience and Skills required of the Temporary Staffing personnel are described in Clause 5 of Section V.

14.2.2. If additional work is required beyond the Scope of Work specified in the requirement released (if any) by the State Nodal Agency and the Scope of Work as detailed in Section V of this Tender, estimated periods of engagement of the personnel set forth may be increased by mutual Agreement in writing between the Bidder and the State Nodal Agency.

14.3. Approval of Personnel

14.3.1. Each Bidder will be requested to submit detailed CV's of the actual personnel to be deployed for Temporary Staffing as part of their response to the actual requirement released by the State Nodal Agency.

14.3.2. The CVs SHOULD be of the personnel who will eventually be deployed against each such requirement and 1/3rd of the CVs provided should be on the rolls of the Bidder for the period of at least 1 (One) year from the date of signing the Agreement with the Purchaser. The State Nodal Agency will ask the proposed personnel to undergo a formal interview.

14.4. Deployment of personnel to the State Nodal Agency

14.4.1. Bidder should deploy persons with requisite skills and experience required for the job as specified under this Tender to the satisfaction of the State Nodal Agency.

14.4.2. The Bidder shall bear all travel and other costs incurred in deploying the personnel.

14.5. Replacement of personnel at the State Nodal Agency

14.5.1. Bidder should deploy persons with requisite skills and experience required for the job as specified under this Tender. The State Nodal Agency will have the right to ask for replacement of any person /persons who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of the State Nodal Agency.

14.5.2. The 'Man Month Rate' by Level applicable for the replacement Personnel shall be the same or lower as of the replaced Personnel.

14.5.3. The Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

15. Payment Terms

15.1. The payment to the Bidder shall be made by the State Nodal Agency based on the services provided by the Bidder to the State Nodal Agency as per the Scope of Work under this Tender and the Contract signed between the Bidder and the State Nodal Agency.

15.2. The payment shall be released by the State Nodal Agency as per the 'Man Month Rate' by Level quoted in the Commercial Bid for this Tender. State Nodal Agency shall not modify the 'Man Month Rate' by Level as agreed between the Bidder and the Purchaser.

15.3. All payments will be made in Indian Rupee.

Other Terms and Conditions

1. Change Orders

1.1. The State Nodal Agency may at any time, by written order given to the Bidder, make changes within the general scope of the Contract in any one or more of the following:

Profile of personnel required as part of the SeMT

Base location for work as SeMT

The no. of personnel to be supplied as SeMT

1.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Bidder's receipt of State Nodal Agency's Change Order.

1.3. Procedure of Change Orders

1.3.1. Upon receiving any revised requirement/advice, in writing, from the State Nodal Agency, the Bidder would discuss the matter with the State Nodal Agency.

1.3.2. In case such requirement arises from the side of the Bidder, it would communicate in writing the matter with State Nodal Agency as well as discuss the matter, giving reasons thereof.

1.3.3. In either of the two cases as explained in Clause 1.3.1 and Clause 1.3.2 above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.

1.3.4. If it is mutually agreed that such requirement constitutes a "Change Order" then the Bidder will study the revised requirement and assess subsequent schedule and cost effect, if any.

1.3.5. If State Nodal Agency accepts the implementation of the Change Order in writing, then the Bidder shall commence to proceed with the enforcement of the Change Order.

1.3.6. In case, mutual Agreement under Clause 1.3.4 above, i.e. whether new requirement constitutes the Change Order or not, is not reached, then the Bidder in the interest of the works, shall continue providing Services as defined under this Tender. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept in accordance with the Contract.

1.3.7. The Bidder shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the State Nodal Agency review. If no Agreement is reached between the State Nodal Agency and Bidder within 30 days after State Nodal Agency's instruction in

writing to carry out the change concerning all matters described above, either party may refer the dispute to the 'Management Committee' comprising of senior officials from the DIT, State Nodal Agency and the Bidder.

2. Delays in the Bidder's Performance

- 2.1. Performance of the Services shall be made by a Bidder in accordance with the Service Levels as specified in Clause 10.5 (Other Terms and Conditions) of this Section and other requirement as specified by State Nodal Agency as per the selection process detailed in Clause 31 of Section II.
- 2.2. If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely performance of Services, the Bidder shall promptly notify the State Nodal Agency or any other identified department / Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the State Nodal Agency shall evaluate the situation and may, at its discretion, extend the Agency's time for performance with or without a Penalty, in which case the extension shall be ratified by the involved parties by amendment of the Contract.

3. Penalty Clause

- 3.1. If the Bidder is not executing the Contract to the satisfaction of the State Nodal Agency then the State Nodal Agency may impose a PENALTY against the Service Levels not met by the Bidder as per Clause 10.5 and 10.6 (Other Terms and Conditions) of this Section.

4. Force Majeure

- 4.1. Any delay in or failure of the performance shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as acts of god or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, terrorist activities, military operations, riots, epidemics, civil commotions, strikes etc. The Bidder shall keep records of the circumstances referred to above and bring these to the notice of the State Nodal Agency and Purchaser in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. The decision of the State Nodal Agency arrived at after consultation with the Bidder, shall be final and binding. Such a determined period of time will be extended by the State Nodal Agency to enable the Bidder to complete the job within such extended period of time.
- 4.2. If a Bidder is prevented or delayed from performing any of its obligations under the Contract with State Nodal Agency by Force Majeure, then the Bidder shall notify the State Nodal Agency the circumstances constituting the Force Majeure and the obligations of which is thereby delayed or prevented, within **five (5) working days from** the occurrence of the events.
- 4.3. In the event the Force Majeure substantially prevents, hinders or delays a Bidder's performance of Services for a period in excess of **five (5) working days** from the occurrence of any such event, the Bidder may declare that an emergency exists.
- 4.4. Post the emergency is declared over, the State Nodal Agency will communicate to the Bidder to resume normal services within a period of **seven (7) days**. In the event that the Bidder is not able to resume services within the next **seven (7) days**, the State Nodal

Agency may terminate the Contract and/or obtain substitute performance from an alternate Bidder.

- 4.5. Bidder will advise, in the event of his having to resort to this Clause, in writing, duly certified by the statutory authorities, the beginning and end of the causes of the delay, within **fifteen (15) days** of the occurrence and cessation of such Force Majeure.

5. Resolution of Disputes between State Nodal Agency and Bidder

- 5.1. The State Nodal Agency and the Bidder shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
- 5.2. If, after thirty (30) days from the commencement of such informal negotiations, the State Nodal Agency and the Bidder have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Purchaser for resolution.
- 5.3. If, after thirty (30) days from the commencement of such reference, the Purchaser have been unable to resolve amicably a Contract dispute between the State Nodal Agency and the Bidder, either party may require that the dispute be referred to the Management Committee comprising of Senior Officials from DIT, State Nodal Agency and the Bidder.
- 5.4. Any dispute or difference whatsoever arising between the parties (State Nodal Agency and Bidder) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which can not be resolved through the process specified in Clause 5.1, 5.2 and 5.3, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.

6. Tender Prices and Taxes

- 6.1. The Bidders are required to quote for the Scope of Work as defined under Section V of this Tender, as per format given in Form 8 - Commercial Bid. The Bidders are required to quote in Indian Rupees only.
- 6.2. In case the Bidder proposes to use any templates/tools to facilitate the provision of Services, the cost of the same, if any, should be included in the above quoted rates and no extra payment will be made on this account.
- 6.3. The payment for the Services rendered by the Bidder will be made by the respective State/UT or State Nodal Agency.
- 6.4. The Bidder will have full and exclusive liability for the payment of all taxes and other statutory payments payable under any or all of the statutes/laws/acts etc. now or hereafter imposed. Payment will be made to the Bidder after deduction of any applicable Tax / Taxes at source.
- 6.5. It is expected that the Services would generally be provided at the State Capital locations for each State/UT. However, in some cases due to administrative reasons, the locations can be other than State Capital.
- 6.6. Any Official travel to be undertaken for SeMT work as directed by the State Nodal Agency will be borne by the State Nodal Agency.

6.7. It is the clear understanding of the Bidder that the complete scope as defined or as may be required for the intended objective of this Tender is included in the 'Man Month Rate' by Level. No extra payment apart from the quoted 'Man Month Rate' by Level will be made in order to achieve the intended objectives. Reasons like, Bidder having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in this Tender but required to be carried out for achieving the intended objective, will not form basis for considering extra payments.

6.8. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.

7. No Idle Time Charges

7.1. NO idle time charges shall be payable by the Purchaser and/or State Nodal Agency, in any case what so ever.

8. Commencement of Work

8.1. **Within 4 weeks** from the date of signing the Contract between the Bidder and the State Nodal Agency, the deployed Personnel from Bidder shall commence work as SeMT in the State/UT. The date of signing of the Contract document by the State Nodal Agency shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Penalty, if any, for the delay in execution shall be calculated accordingly.

8.2. Bidder should deploy personnel with requisite skills and experience required for the job as specified under this Tender and as per the requirement released by the State Nodal Agency. The State Nodal Agency will have right to ask for replacement of any person /persons who do not have and/or exhibit sufficient expertise and experience in the required field for the intended job. The replacement has to be to the satisfaction of the State Nodal Agency.

8.3. Failure on the part of the Bidder to find a suitable replacement shall amount to a breach of the terms hereof and the State Nodal Agency in addition to all other rights, have the right to claim damages and recover from the Bidder all losses/ or other damages that may have resulted from such failure.

9. Action and Compensation in case of default

9.1. Conditions for default:

- a) The deliverables at any stage of the project as developed/ implemented by the Bidder do not take care of all or part thereof of the Scope of Work as agreed and defined under this Tender and the requirements released by the State Nodal Agency.
- b) The deliverables at any stage of the project as developed/ implemented by the Bidder fails to achieve the desired result or do not meet the intended quality and objective as required by the State Nodal Agency.
- c) The documentation is not complete and exhaustive.

9.2. The State Nodal Agency may impose penalties on the Bidder providing the Services as per the Service Level defined under this Tender document and any Service Level Agreement (if any) signed between the State Nodal Agency and the Bidder.

10. Contract Policy for Temporary Staffing Personnel

10.1. Deployment of personnel

10.1.1. The Bidder at the State/UT level must deploy the personnel as per the following schedule unless otherwise agreed with the State Nodal Agency.

4-5 weeks for Principal Consultant in NE States, A&N, J&K

3-4 weeks for Senior Consultant and Consultants in NE States, A&N, J&K

3-4 weeks for Principal Consultant in ALL other States/UTs

2-3 weeks for Senior Consultants and Consultants in ALL other States/UTs

10.2. Performance Management of Personnel provided for Temporary Staffing Services:

10.2.1. The Performance Management process will help in managing the performance of the SeMT personnel provided on Temporary Staffing and help the State/UT achieve the strategic objectives envisaged as part of the SeMT.

10.2.2. Bidder at the State/UT level will be required to establish a robust Performance Management process as per Clause 4 of Section V to manage the performance of their personnel provided for Temporary Staffing and link it to the Scope of Work as outlined in this Tender.

10.2.3. Any such Performance Management process established by the Bidder should be vetted by State Nodal Agency.

10.2.4. As part of the Performance Management process each, Bidder will be required to carry out activities as per Clause 4 of Section V.

10.3. Replacement of personnel assigned to SeMT:

10.3.1. Removal and/or Replacement of personnel.

10.3.1.1. Failure on the part of the Bidder to find a suitable replacement as specified in the Service Levels in Clause 10.5 (Other Terms and Conditions) of this Section shall amount to a breach of the terms hereof and the State Nodal Agency in addition to all other rights, have the right to claim damages and recover from the Bidder all losses/ or other damages that may have resulted from such failure.

10.3.1.2. Except as the State Nodal Agency may otherwise agree, no changes shall be made in the Personnel provided for Temporary Staffing. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Personnel, the Bidder shall forthwith provide as a replacement, a person of equivalent or better qualifications in Agreement with the State Nodal Agency.

10.3.1.3. If the State Nodal Agency / Purchaser finds that:

- (i) any of the Personnel provided for Temporary Staffing has committed serious misconduct or has been charged with having committed a criminal action, or

(ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then

The Bidder shall, at the State Nodal Agency's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the State Nodal Agency.

10.4. Exit Policy and Procedures for Temporary Staffing personnel:

10.4.1. At the time of expiry of Contract period, as per the Contract, between the Bidder and the State Nodal Agency, the Bidder needs to ensure a complete knowledge transfer by their deployed Personnel as SeMTs to the new Personnel replacing them, over a minimum period of 2 (Two) weeks.

10.4.2. All the Personnel provided as SeMTs by Bidder, will need to undergo an Exit interview by State Nodal Agency and fill up an Exit Form, as required under the HR guidelines governing the SeMTs, at the time of their exit.

10.4.3. Confidential Information, Security and Data to the State Nodal Agency: The Bidder on the commencement of the exit management period will promptly supply all the following:

10.4.3.1. All information relating to the current services rendered;

10.4.3.2. Documentation relating to any of the State Project's Intellectual Property Rights;

10.4.3.3. Any State Project data and confidential information;

10.4.3.4. All other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to enable State Nodal Agency or any other Agency identified, to carry out due diligence in order to transition the provision of the Services to State Nodal Agency or any other Agency identified (as the case may be);

10.4.3.5. All hardware (including laptops, printers, pen drives etc if any) which is a property of the State Nodal Agency.

10.4.4. Before the date of exit of Bidder from the State/UT, the Bidder shall deliver to the State Nodal Agency all new or up-dated materials from the categories set out in Sections above and shall not retain any copies thereof:

10.5. Service Levels and Penalties:

10.5.1. Bidder is expected to meet the following Service Levels in the normal course of carrying out the activities as per the detailed Scope of Work. In case of default on any or all such Service Levels, the State Nodal Agency will reserve the rights to levy Penalties on the Bidder.

Service	Expected Service level	Penalty level in case of default
1. Deployment of all personnel for SeMT after signing the Contract with the State Nodal Agency or any	4-5 weeks for Principal Consultant in NE States, A&N, J&K	2% of Monthly Payment Due ONLY in the

Service	Expected Service level	Penalty level in case of default
Subsequent requirement from the State Nodal Agency during the Contract period.	3-4 weeks for Senior Consultant and Consultants in NE States, A&N, J&K 3-4 weeks for Principal Consultant in ALL other States/UTs 2-3 weeks for Senior Consultants and Consultants in ALL other States/UTs	succeeding month.
2. Replacement of personnel at SeMT – At request of State Nodal Agency	Maximum 3 weeks from date of intimation by the State Nodal Agency, including Minimum 1 week of handover time.	2% of Monthly Payment Due ONLY in the succeeding month.
3. Maximum number of replacements in a particular State over a period of 12 months, in case the replacement is initiated by the Bidder and is not in mutual consultation with the State Nodal Agency	Maximum 2 replacement in case the number of SeMT personnel deployed is <10 in a particular State/UT. Maximum 4 replacements in case the number of SeMT personnel deployed is => 10 in a particular State/UT.	2% of Monthly Payment Due ONLY in the succeeding month.
4. Replacement time of personnel as SeMT in case the replacement is initiated by the Bidder	Maximum 2 weeks after the notice period of the person being replaced begins, followed up with Minimum 1 week of handover time.	2% of Monthly Payment Due ONLY in the succeeding month.
5. Submission of all monthly status reports to the Purchaser	100%	2% of Monthly Payment Due ONLY in the succeeding month.

10.6. Calculation of Penalties:

10.6.1. Penalty would be a percentage of the monthly payment due to the Bidder. The penalty percentages applicable for violation of Service Levels are specified in the table above.

10.6.2. In situation, where the Bidder has incurred a Penalty of equal to or more than **Fifteen (15) % for Three (3) consecutive months** at any time during the Contract

Period, the State Nodal Agency reserves the right to either invoke the termination Clause or terminate the Contract altogether.

10.6.3. The State Nodal Agency also reserves the right to invoke the Performance Security furnished by the Bidder at the time of signing the Contract with the State Nodal Agency, if for any reason stated in the Tender document, the Contract of the Bidder is terminated.

10.7. Service Levels Change Control

10.7.1. It is acknowledged that the Service Levels may change as the SeMT role and responsibilities evolve over the course of the Contract period.

10.7.2. Any changes to the Service Level provided during the term of the Contract between the State Nodal Agency and the Bidder and as defined in Clause 10.5 above, will be requested, documented and negotiated in good faith by the State Nodal Agency and the Bidder. Change in Service Level can be requested by either party (State Nodal Agency or Bidder).

10.7.3. Upon receiving any revised requirement in writing, from the State Nodal Agency, the Bidder would discuss the matter with the State Nodal Agency to gain a better understanding of the requirement.

10.7.4. In case such requirement arises from the side of the Bidder, it would communicate in writing the matter with State Nodal Agency as well as discuss the matter, giving reasons thereof.

10.7.5. In either of the two cases as explained in Clause 10.7.3 and Clause 10.7.4 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.

10.7.6. 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 Bidder and State Nodal Agency to confirm a "Change in Service Level" and will be documented as an addendum to this Contract.

10.7.7. In case, mutual Agreement is not reached, then the Bidder shall continue providing Services under the current Service Levels as defined in Section 10.5 above.

10.8. Payment Terms

10.8.1. The payment will be made on the Time and Material basis and will be as per the Time Sheet format of each Personnel as agreed upon by the State Nodal Agency and the Bidder at the time of signing the Contract.

10.8.2. The payment to the Bidder will be made on a bi-monthly basis or as per respective State/UT Policy (whichever is earlier).

10.8.3. The Bidder shall submit the invoice for payment on a bi-monthly basis, clearly indicating the payment that has been accrued in each month.

10.8.4. The Bidder shall submit the requisite deliverables and satisfactorily perform work as specified under this Tender to the State Nodal Agency. The requisite payment will be released by the State Nodal Agency upon acceptance of the deliverables and satisfaction with work performed by the Bidder.

- 10.8.5. If the deliverables submitted / work performed by the Bidder is not acceptable to the State Nodal Agency and is not as per the Project Plan, payments shall not be released to the Bidder. This is without prejudicing the State Nodal Agency's right to levy any Penalties based on the Service levels agreed between the State Nodal Agency and the Bidder. In such case, the payment will be released to the Bidder only after it re-submits the deliverable / performs work and which is accepted by the State Nodal Agency.
- 10.8.6. In case of early termination of the Contract between the State Nodal Agency and the Bidder, the payment shall be made to the Bidder as mentioned here with.
- (i) The Bidder shall provide the details of Personnel provided for Temporary Staffing as per the Time Sheet during the period from last payment till the date of termination. Based on such details, the payment due will be calculated and paid as per the agreed 'Man Month Rate' by Level.
- 10.8.7. Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle (bi-monthly or State Payment cycle, whichever is earlier). These Penalties would be adjusted in the payment due to the Bidder in the subsequent month.

Section IV – Contents of Bid

The Bidders are required to submit a Technical and Commercial Bid in response to this Tender. This Section provides the detailed Forms which outline the content and the format that the Bidders are required to follow in the preparation and submissions of their Bids.

1. Form 1: Technical Bid Submission Form

(To be submitted on the Letterhead of the Bidder)

{Place}

{Date}

To
Senior Director
e-Governance, Capacity Building
Department of Information Technology
Room Number 4057
Electronics Niketan
6 CGO Complex, Lodhi Road
New Delhi - 110003

Subject: Submission of Technical Bid for 'Request for Proposal for Empanelment of Agencies for providing Temporary Staffing Services for Capacity Building Scheme under National e-Governance Plan. File No 8(36)/2008.EGI

Dear Sir,

1. Having examined the Tender, we, the undersigned, offer to propose for Empanelment of Agencies for providing Temporary Staffing Services for Capacity Building Scheme under National e- Governance Plan, in full conformity with the said Tender.
2. We have read the provisions of the Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Bid shall not be given effect to.
3. We agree to abide by this Tender, consisting of this letter, the detailed response to the Tender and all attachments, for a period of **120 days** from the date fixed for Bid Opening as stipulated in the Tender
4. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification
5. We understand you are not bound to accept any proposal you receive.

Our correspondence details with regards to this Tender are:

Sr. No	Information	Details
1.	Name of Bidder	
2.	Address of Bidder	
3.	Name, Designation and Address of the contact person to whom all references shall be made regarding this Tender	
4.	Telephone no. of contact person:	
5.	Mobile no. of contact person:	
6.	Fax no. of contact person:	
7.	E-mail address of contact person:	

We hereby declare that our Bid response is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[BIDDER'S NAME]

Name

Title

Signature

Date

2. Form 2: Bidder Profile

S. No	Information	Response
1	Name of the Company	
2	Year of Incorporation / Registration	
3	Head Office Address	
4	Telephone No. (with STD Code)	
5	Fax No. (with STD Code)	
6	E-mail Address	
7	Name of the Key representative for this project	
8	Any accreditations / Certifications (e.g. CMM, ISO, ITIL etc.)	

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge

Sincerely,

[BIDDER'S NAME]

Name

Title

Signature

Date

3. Form 3: Details of Experience of Bidder

Using the format below, the Bidder should provide experience details of maximum 5 projects in the following areas as specified in Section 2:

- Temporary Staffing
- Strategic Planning
- Project Consultancy
- Project Implementation support and Post Implementation services

Sr. No	Item	Details
General Information		
1	Customer Name	
2	Name of the Contact Person and contact details for the project	
Project Details		
3	Name of the project	
4	Start Date and End Date	
5	Current Status (work in progress/completed)	
6	Contract tenure	
Size of the project		
7	Order Value of the project (in Rs. Lakhs)	
8	Total cost of the services provided	
<p>Project Classification: Please specify which area does the Project cater to:</p> <p style="padding-left: 40px;">Temporary Staffing</p> <p style="padding-left: 40px;">Strategic Planning</p> <p style="padding-left: 40px;">Project Consultancy</p> <p style="padding-left: 40px;">Project Implementation support and Post Implementation services</p>		
Narrative description of Project:		

Description of actual services provided by your staff within the assignment:

4. Form 4: Team Structure and CVs

Using the format below, the Bidder should provide experience details of the Team Structure proposed for this Project and sample CVs in the following key areas as specified in Section 2:

- Programme Management (PM)
- Technology Management (TM)
- Change Management (CM)
- Financial Management (FM)

A. Proposed Team Structure

The Bidder should submit a pictorial representation of the proposed Team Structure for this project. The representation should clearly highlight the key roles at various levels in the Team Structure

B. Summary of Key People involved in the Project

The Bidder should submit a summary of the profiles of key people involved in the Project in the format attached below.

Name of Staff	Position and Skill Set	Academic Qualification	Years of Experience	Name of similar assignments managed in the past	Key Clients in Central / State Govt.	Key Tasks assigned

C. Profiles of key people involved in the Project

The Bidder should submit the detailed profiles of key people involved in the Project in the format attached below. Each CV must be limited to 3 pages.

S. No	Details	Response
1	Proposed Position (PC/SC/C) and Skill Set (PM/TM/CM/FM)	

RFP for Empanelment of Agencies for providing Temporary Staffing Services

S. No	Details	Response
2	Name of Firm	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [Indicate college/university and other specialized education of staf member, giving names of institutions, degrees obtained, and dates of obtainment]	
6	Membership of Professional Associations / Societies	
7	Summary of key Training and Certifications	
8	Countries of Work Experience: [List countries where staf has worked in the last ten years]	
9	Language Proficiency (Read/Write/Speak) - (Excellent/Good/Fair)	
10	Employment Record [Starting with present position, list in reverse order every employment held by staf member since graduation, giving for each employment as per format provided]	From [Year]: _____ To [Year]: _____ Employer: Positions held:
11	Detailed Tasks Assigned [List all tasks to be performed under this assignment]	
12	Highlights of assignments handled and significant accomplishments. [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.] Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:	

5. Form 5: Approach and Methodology

The Bidder should provide a write up on their overall understanding of the objectives of the Scope of Work under the current Tender and provide an approach to be followed for implementing it. The Bidder should also explain the methodology for activities proposed, snapshots of tools etc proposed to be used under the implementation approach suggested by the Bidder. The Bidder should also detail their comments on the Scope of Work under this section.

The Approach and Methodology proposed and detailed by the Bidder as part of their Bid should contain details of the following:

- Understanding of SoW and comments of ToR

- Proposed A&M for DPR preparation

- Proposed A&M for Bid Process Management

- Proposed A&M for Program Management as SeMT (e.g. Coordinating and reviewing progress of external agencies, Undertaking cost-benefit analysis, Monitoring and Tracking progress of various e-governance projects, handling day to day SeMT operations etc.)

- Proposed A&M for handling Capacity Building for the States/UT as SeMT

6. Form 6: Statement of Clarifications and Deviations from Tender document

TO BE SUBMITTED AND RECEIVED BY THE PURCHASER NO LATER THAN THE DATE GIVEN IN CLAUSE 2 OF SECTION 1. THIS FORM IS NOT PART OF THE TECHNICAL RESPONSE

Dear Sirs,

Following are the Clarifications and Deviations from the Terms and Conditions and Scope of Work against File Reference No: **8(36)/2008.EGI dated 18th Sep 2008**. These Clarifications and Deviations are exhaustive. Except these Clarifications and Deviations, all other Terms and Conditions of the Tender are acceptable to us.

S. No.	Section No.	Clause No.	Page No.	Statement of Clarifications and Deviations	Remarks

[BIDDER'S NAME]

Name

Title

Signature

Date

7. Form 7: Commercial Bid Submission Form

(To be submitted on the Letterhead of the Bidder)

{Place}

{Date}

To
Senior Director
e-Governance, Capacity Building
Department of Information Technology
Room Number 4057
Electronics Niketan
6 CGO Complex, Lodhi Road
New Delhi - 110003

Subject: Submission of Commercial Bid for 'Request for Proposal for Empanelment of Agencies for providing Temporary Staffing Services for Capacity Building Scheme under National e-Governance Plan. File No 8(36)/2008.EGI

Dear Sir,

1. Having examined the Tender, we, the undersigned, offer to propose for Empanelment of Agencies for providing Temporary Staffing Services for Capacity Building Scheme under National e- Governance Plan, in full conformity with the said Tender.
2. We have read the provisions of the Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Bid shall not be given effect to.
3. We agree to abide by this Tender, consisting of this letter, the detailed response to the Tender and all attachments, for a period of **120 days** from the date fixed for Bid Opening as stipulated in the Tender
4. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification
5. We understand you are not bound to accept any proposal you receive.

Our correspondence details with regards to this Tender are:

Sr. No	Information	Details
8.	Name of Bidder	
9.	Address of Bidder	
10.	Name, Designation and Address of the contact person to whom all references shall be made regarding this Tender	
11.	Telephone no. of contact person:	
12.	Mobile no. of contact person:	
13.	Fax no. of contact person:	
14.	E-mail address of contact person:	

We hereby declare that our Bid response is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[BIDDER'S NAME]

Name

Title

Signature

Date

8. Form 8: Commercial Bid

[Using the format below, the Bidder should provide ‘Man Month Rate’ (all inclusive) for each Level of personnel **within the ‘Upper Limit’** for each Level specified for carrying out similar services to the ones requested under this Tender. It is mandatory to provide ‘Man Month Rate’ Rate’ **within the ‘Upper Limit’** for al the Levels].

The ‘Man Month Rate’ quoted within the **‘Upper Limit’** for each Level will be valid for al the States/UT for which the Bidder has expressed his willingness in the EOI response in order to avoid rejection of Bid. The same would be used for Commercial Evaluation for purpose of Empanelment of Agencies.

Resource	‘Man Month Rate’ (Rs / month) (including Out of Pocket Expenses) (1)	Service Tax (including education cess, if any) (%) (2)	Final ‘Man Month Rate’ (Rs. / month) (Man Month Rate + Service Tax) (3)
Consultant			
Senior Consultant			
Principal Consultant			

The ‘Upper Limit’ of ‘Man Month Rate’ (Column 1) for the various Levels at an al India basis is indicated below:

- a. Principal Consultant – up to Rs 2,00,000 / month
- b. Senior Consultant – up to Rs 1,50,000 / month
- c. Consultant – up to Rs 1,00,000 / month

Commercial Bid of Bidders who have quoted ‘Man Month Rate’ by Level in excess of the ‘Upper Limit’ for respective Levels will summarily be rejected.

9. Form 9: Statement of Undertaking of Participation and Validity of Commercials

(To be submitted on the Letterhead of the Bidder)

{Place}

{Date}

To

Senior Director

e-Governance, Capacity Building

Department of Information Technology

Room Number 4057

Electronics Niketan

6 CGO Complex, Lodhi Road

New Delhi - 110003

Subject: Undertaking of Participation and Validity of Commercial for 'Request for Proposal for Empanelment of Agencies for providing Temporary Staffing Services for Capacity Building Scheme under National e- Governance Plan. File No 8(36)/2008.EGI

Dear Sir,

1. Having examined the Tender, we, the undersigned, declare that we will participate in all the States and UTs where we have expressed our willingness to provide services as per **Form 6: Past experience and Intent of Participation** in the EoI response, if and when we are Empanelled.
2. We hereby declare that, the 'Man Month Rate' for each Level as quoted in **Form 8: Commercial Bid** as part of the response to this Tender document will be valid for the period of Empanelment for all the States/UT for which we have expressed our willingness in the EOI response.
3. Post Empanelment, We also agree to provide the same 'Man Month Rate' by Level to all the State/UT, in their respective Selection Process.

Sincerely,

[BIDDER'S NAME]

Name

Title

Signature

Date

10. Form 10: Proforma of Bank Security

For Contract Performance Security Bond

Ref: _____

Date _____

Bank Guarantee No.: _____

To

Senior Director

e-Governance, Capacity Building

Department of Information Technology

Room Number 4057

Electronics Niketan

6 CGO Complex, Lodhi Road

New Delhi - 110003

1. Against Agreement vide Advance Acceptance of the File No. _____ dated _____ covering **“Providing Temporary Staffing Services for Capacity Building under NeGP”** (hereinafter called the said 'Agreement') entered into between the Head of Department, DIT (hereinafter called "the Purchaser") and _____ (hereinafter called the **Agency**) this is to certify that at the request of the Agency we _____ Bank, are holding in trust in favour of the Purchaser or its nominee, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser or its nominee against any loss or damage that may be caused to or suffered by the Purchaser or its nominee by reason of any breach by the Agency of any of the Terms and Conditions of the said Agreement and/or in the performance thereof. We agree that the decision of the Purchaser or its nominee, whether any breach of any of the terms and conditions of the said Agreement and/or in the performance thereof has been committed by the Agency and the amount of loss or damage that has been caused or suffered by the Purchaser or its nominee shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser or its nominee.
2. We _____ Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said Contract by the Agency i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank, by virtue of this Guarantee before the said date, the same shall be enforceable against us _____ Bank, notwithstanding the fact that the same is enforced

within six months after the said date, provided that notice of any such claim has been given to us _____ Bank, by the Purchaser before the said date. Payment under this Letter of Guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser or its nominee.

3. It is fully understood that this Guarantee is effective from the date of the said Agreement and that we _____ Bank, undertake not to revoke this Guarantee during its currency without the consent in writing of the Purchaser or its nominee.
4. We undertake to pay to the Purchaser or its nominee any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

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

5. We _____ Bank, further agree that the Purchaser or its nominee shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the Terms and Conditions of the said Agreement or to extend time of performance by the Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser or its nominee against the said Agency and to forbear or enforce any of the Terms and Conditions relating to the said Contract and we, _____ Bank, shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the said Agency or for any forbearance by the Purchaser or its nominee to the said Agency or for any forbearance and or omission on the part of the Purchaser or its nominee or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this Guarantee.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

Section V – Scope of Work

1. Overall Objective

- 1.1. The Purchaser or any associated Agency as nominated by the Purchaser wishes to **Empanel** reputed and experienced Agencies for itself to provide Services to the States and UTs in India through the issue of this Tender.
- 1.2. The Empanelled Agencies would be responsible for providing Temporary Staffing of professionals across the stated positions of SeMTs of various States and UTs.
- 1.3. The Empanelled Agencies will provide an interim solution to the States and UTs to staff their respective SeMTs. The SeMT will function as the Secretariat and full time Internal Advisory Body for all e-Governance initiatives in the State and provide support to the senior stakeholders and decision makers in the State/UT for e-Governance related matters.

2. Background and Intent of the Project

2.1. Background of NeGP and Capacity Building

The National e-Governance Plan (NeGP) is an ambitious program of the Government of India with the vision to “Make all Government services accessible to the common man in his locality, through common service delivery outlets and ensure efficiency, transparency & reliability of such services at affordable costs to realize the basic needs of the common man”. With this vision, the Government of India (GoI) approved the NeGP to lay the foundation for the long term growth of e-Governance in the country.

NeGP proposes to achieve its objectives through:

- Deployment and scale up of select "Mission Mode Projects" (MMPs - projects with significant citizen interface),
- Creation of a National IT backbone for fast, reliable and efficient connectivity, data storage and access,
- Set up of Common Service Centers for delivery of citizen services
- Creation of Internet portals for 24x7 access to Government information and services.

The nature of e-Governance initiatives requires consistent strategies for integration, resource optimization, prioritization and resolving conflicts and overlaps. Thus specialized skills are required at the States/UTs as well as Central level to provide technical support to the policy & decision-making process and the overall management of NeGP. Given the critical role to be played by the State Government in managing the e-Governance initiatives and to enable issues to be dealt with in a competent manner, with a holistic perspective & with speed, it is well recognized that significant capacities need to be built / upgraded at State / UT level.

With this background, the Government has approved the Capacity Building (CB) Scheme for taking NeGP forward across the country in all the States & UTs. The CB Scheme is mainly for provisioning technical & professional support to State level policy & decision-making bodies and to develop specialized skills for e-Governance. The CB Scheme will support Capacity Building through various means such as engaging experts, developing skills and imparting training and supporting the creation of State e-Governance Mission Teams (SeMT) and Project e-Governance Mission Teams (PeMT).

2.2. Institutional Framework for Capacity Building at State Level

2.2.1 Crucial to e-Governance Strategy of any State will be existence of institutional framework for monitoring, planning and coordinating e-Government efforts of the State. National e-Governance Plan gives guidelines for creation of e-Governance Institutional Framework and stresses the need of appropriate management of e-Governance initiatives at various levels in the State.

2.2.2 A professional team with appropriate skill-sets and aptitude is required to facilitate the State Administration and to carry out the groundwork for State MMPs and other e-Governance initiatives including preparing project proposals, implementing the projects and overseeing their operations & maintenance. The envisaged team needs to be in place at two levels identified:

- a) Programme level i.e. at State Level - SeMT (State e-Mission Team)
- b) Project level i.e. at Department Level - PeMT (Project e-Mission Team)

2.3. Overview of SeMT

2.3.1 The SeMT would be responsible for undertaking the groundwork for providing for an overall direction, standardization and consistency through Programme Management of the e-Governance initiatives in the State. All interdependencies, overlaps, conflicts, standards, overarching architecture, security, legal aspects, etc. across projects as well as core and support infrastructure shared across several projects would fall under the purview of SeMT.

2.3.2 The SeMT shall work under the Administrative control of the State Government through a State Nodal Agency for its regular functions including undertaking strategic planning, providing project consultancy, Programme Management etc.

2.3.3 The SeMT will function as a Secretariat for the Apex Committee which is under the Chairmanship of the Chief Secretary of the State/UT.

2.3.4 The SeMT will be responsible for dealing with issues that cut across projects such as overall policies, strategies, technologies, common infrastructure and so on for all the e-Governance initiatives in the State and function as the full time internal advisory body of the State/UT in undertaking e-Governance projects.

2.3.5 The SeMT will primarily operate at a Programme level. The SeMT personnel shall not ordinarily be directly implementing any of the e-Governance for a State Department. The SeMT is expected to engage external Agencies on task basis, wherever feasible and appropriate,

2.3.6 The size of SeMT under the designated Nodal Agency would depend on the scale and maturity of the e-Governance programme in the State and shall have expertise in the areas which include: Programme Management, Change Management, Technology Management and Financial Management.

2.4. Overview of PeMT

2.4.1 PeMT is a Project-level body under each State Department, set up to implement the e-Governance initiatives of that Department and State MMPs including conceptualization, development, design and implementation, rollout and Operations & Maintenance of these e-Governance initiatives.

2.4.2 This team shall oversee project execution, manage implementation and deal with technology, process, external Agency management & change management related issues.

2.5. Staffing of SeMT and need for Temporary Staffing

2.5.1 A total of approximately 350 professionals will be required for staffing SeMTs across all States and UTs

2.5.2 These requirements will be sourced from three possible modes:

- a) Deputation from various Government, Quasi-Government and PSU organizations,
- b) Recruitment of candidates from open market.
- c) Temporary Staffing from reputed Agencies,

2.5.3 The requirement through Temporary Staffing is to provide approximately 175 professionals across all States and UTs as members of SeMTs.

2.5.4 The Temporary Staffing solution has been envisaged as an interim measure till actual recruitment of permanent personnel for SeMT staffing is completed. This will help the States / UTs maintain and build on the current momentum in e-Governance implementation.

2.5.5 The Temporary Staffing of personnel envisaged through this Tender will enable the States/UTs to avail quality manpower and bring in industry leading practices through active participation of capable and experienced Agencies.

3. Overview of Scope of Work

3.1. The requirement through Temporary Staffing is to provide approximately 175 professionals across all States and UTs as members of SeMTs. The break up of the indicative number of SeMT personnel required through Temporary Staffing in each State and UT is provided in Annexure 1. However, the actual number of SeMT personnel in each State / UT would depend on the scale and maturity of the e-Governance programme in the State / UT

3.2. It is envisaged that the Empanelment will be valid for a period of 15 months. The decision to extend the Empanelment will be based on the mutual decision taken between the Purchaser, State Nodal Agency and the Empanelled Agency at the end of the term of the current Empanelment.

3.3. The nature of activities to be carried by SeMT will broadly involve work in the following key domains:

- Undertake Strategic Planning
- Provide Project Consultancy
- Provide Project Implementation and Post Implementation support
- Facilitate setting up of SeMTs
- Perform core SeMT activities
- Day to day SeMT Operations

Detailed activities to be performed as part of each of the above domains are provided in Clause 4 under this Section.

3.4. Orientation and Induction for Empanelled Agencies

- 3.4.1 The Empanelled Agencies will be required to attend an Orientation and Induction workshop post the Empanelment process is over. The detailed agenda and timelines of the Orientation and Induction programme will be communicated later by the Purchaser.
- 3.4.2 The Orientation will provide the Empanelled Agencies an overall understanding of the requirements of the Project and key outcomes envisaged.
- 3.4.3 It will be mandatory for each Empanelled Agency to attend the workshop with the Project Leadership team including Project Director, Project Manager, State Project Manager etc. as per the Proposed Team Structure in their Bid in response to this Tender.

3.5. Project Initiation and Team setup

3.5.1 Setup of Project Management procedures

Each Empanelled Agency will submit formats to the Purchaser for carrying out the following key project management procedures. The same would be finalized by the respective State Nodal Agency in State/UT in which the Empanelled Agency gets Selected.

- o Status reporting (Fortnightly / Monthly / Quarterly etc.)
- o MIS reporting of key activities being carried out at State level
- o Issue tracking, escalation and resolution
- o Deliverable submission, approval and review
- o Knowledge Management and document sharing

3.5.2 Project Team setup

Within 15 days of signing of Agreement for Empanelment with the Purchaser, each Empanelled Agency will be required to submit the Team Structure and Project Organization that will be responsible for executing this Project. The Empanelled Agency will designate an Authorized Representative to act as the single point of contact for the Purchaser and States/UTs.

The Empanelled Agency will designate a Project Manager for each State/UT where Services will be provided. It is mandatory for the Project Manager to be one of the personnel being proposed for Temporary Staffing.

3.6. Participation in the State/UT selection process

- 3.6.1 It will be mandatory for each Empanelled Agency for a particular State/UT to participate in the selection process of that particular State/UT on intimation by State/UT.
- 3.6.2 The selection process at the State/UT level will be as per the details provided in Clause 31 of Section II.

3.7. Deployment of personnel

- 3.7.1 The Selected Agency at the State/UT level must deploy the personnel as per Clause 10 (Other Terms and Conditions) of Section II unless otherwise agreed by the State Nodal Agency.
- 3.7.2 The details of the actual personnel placed at the SeMT should be communicated to the Purchaser by the Selected Agency within 1 week of such deployment.

3.8. Preparatory activities as part of SeMT

Each Selected Agency will have to perform the following key preparatory activities as part of SeMT:

Study key documents pertaining to e-Governance in the State which includes reports like the e-Governance Roadmap (EGRM), Capacity Building Roadmap (CBRM) and any other related reports, studies, documents, findings, assessments, DPRs etc.

Study key documents related to NeGP which includes Capacity Building Guidelines, Capacity Building Scheme, and Training Guidelines etc.

Study of key Government Resolutions (GRs), State IT and ITeS Policy, IT Procurement policy etc. for the particular State/UT.

Study of the present SeMT functions and services.

3.9. The SeMT will require personnel with appropriate background and aptitude who have adequate skills and experience in performing work across the project domains highlighted in Clause 3.3 of this Section. The SeMT will require personnel in the following broad expertise areas:

- Programme Management
- Change Management
- Technology Management
- Financial Management

Detailed roles and responsibilities, skills and experience required from personnel in the above mentioned expertise areas is provided in Clause 5 of this Section: 'Roles and Responsibilities, Skills and Experience of SeMT personnel'.

4. Detailed Scope of Work

The nature of activities to be carried by SeMT will broadly involve work in the following key domains:

4.1. Undertake Strategic Planning

The broad activities to be performed as part of Strategic Planning for e-Government initiatives are as follows:

Development of e-Government programs and their components at the State level, including:

- a) Development of short term and long term Vision, Mission and Objectives Statements
- b) Scoping of the State e-Governance program across various Departments
- c) Design of Governance Structures and Programme Management Units for e-Governance projects
- d) Design of Monitoring & Evaluation frameworks for the State e-Governance Program
- e) Design of legal frameworks required to be put in place for amendments to laws, regulations, policies etc. during implementation of e-Governance initiatives

- f) Facilitate Design and development of e-Government strategies, blueprints and roadmaps for the Departments and State Agencies.

4.2. **Provide Project Consultancy**

The broad areas of where SeMT will facilitate the work of State Departments related to Project Consultancy for e-Government initiatives are:

- o Project Conceptualization
- o Design and Development of Enterprise architectures in the areas of People, Process and Technology
- o Government process re-engineering
- o Technology Consultancy in areas like:
 - a. IT Application and Solution design
 - b. Information and Data Security
 - c. Technology Standards
 - d. IT Infrastructure (network, data centre etc.)
 - e. Hardware Designing / Architecture
- o Preparation of Business Models like PPP, and Service Level Agreements
- o Preparation of RFPs and Tender documents
- o Bid Process Management and Vendor Management

4.3. **Provide Project Implementation and Post Implementation Support**

The broad areas of where SeMT will facilitate work related to Project Implementation Support and Post Implementation Services for e-Government initiatives are:

- o Project Management
- o Project monitoring and evaluation
- o SLA monitoring
- o Issue Management and Tracking
- o Project appraisals and evaluation
- o Quality Assurance

4.4. **Provide assistance in setting up of PeMTs**

One of the key activities of the SeMT will be to assist identified State Government Departments in setting up of the PeMT for conceptualizing and undertaking e-Governance project in their Departments (i.e. Building Capacity at Department / project level) through the constitution of individual project groups.

The SeMT will carry out a detailed assessment of the PeMT staffing needs of such identified Departments.

The SeMT will facilitate in selecting / engaging a suitable external Agency to staff the PeMT through identification of roles and responsibilities of key

positions in the PeMT, providing assistance in Bid process management for engaging external Agency etc.

It is envisaged that till such time, individual PeMTs are formed by the respective Departments, they may take necessary support from SeMT for handling early stages of project i.e. Project Conceptualization, Project Proposal formulation and early stage of Bid process.

4.5. Perform Indicative SeMT key activities:

The following indicative core SeMT activities will require the involvement of any or all of the SeMT personnel across the expertise areas mentioned in Clause 5 of this section

Provide assistance to State Departments in preparing Detailed Project Reports (DPR) for Central and State MMPs

- o Assist in detailing key activities of the project, finalizing the approach and methodology to be adopted and highlight the intended benefits and outcome of the project.
- o Assist in undertaking cost-benefit analysis amongst various technology and policy options etc.
- o Provide guidance on long term viability and sustainability of the e-governance initiative.
- o Assist in selecting / choosing the appropriate technology options for the envisaged project.
- o Assist in budgeting and commercial estimation required for the DPR preparation.

Provide assistance to State Departments in Bid Process Management and selection of external Agencies

- o Assist Departments in finalizing key areas of Scope of Work, Bid evaluation framework and criteria, service levels etc. during Tender preparation.
- o Assist Departments in Bid evaluation and vendor selection.
- o Support State line departments or the State Nodal Agency in Contract preparation, negotiation and finalization in respect of State MMP.
- o Assist Departments in coordinating and reviewing progress of external Agencies.

Facilitate Programme Management of various e-Governance projects

- o Assist the State/UT in identifying e-Governance projects for the Departments.
- o As SeMT, the Selected Agency will assist the State/UT in monitoring and tracking progress of various e-Governance initiatives in the State/UT, and will be required to prepare frameworks and templates and use standardized tools to assist in the implementation of the following key Programme Management procedures:
 - i. Issue Tracking and Resolution,

- ii. Conflict Management,
- iii. Knowledge Management,
- iv. Program Communication (internal and external),
- v. Performance Evaluation and Review,
- vi. Information and Technology Risk Assessment,
- vii. Information Management,
- viii. Risk Management,
- ix. Financial Management (Viability, Costing and Monitoring),
- x. Project Plan and Monitoring,
- xi. Change Control etc.

Provide assistance and expertise for e-Governance related Trainings

- o Participate in key Trainings, Seminars, Discussions, Events related to e-Governance in the State/UT
- o Assist in Training of key State Officials, senior stakeholders, other SeMT personnel and State personnel as identified by the State Nodal Agency by providing expert inputs on areas like Programme Management, Change Management, Financial Management, Technology Management etc.

4.6. Handling of day to day SeMT operations

- o Preparation of guidelines, policy documents and TORs etc., pertaining to various activities of e-Governance in the State/UT.
- o Collection of progress reports of various e-Governance initiatives in the State/UT and generating dash board view.
- o Interaction & follow-up actions with various Departments and Agencies in the State, relevant Departments and Ministries at Central level (as and when required) and any external Agencies.
- o Preparation of periodic progress reports and MIS in an agreed format to be submitted to the Purchaser.
- o Preparing Agenda Notes, reports etc for Apex Committee and High Powered Committee meetings.
- o File handling (SeMT related matters), responding to queries / input required, Preparation of internal Note-sheets for getting approvals/sanctions.
- o Monitoring fund flow and utilization of CB Scheme on a monthly basis.
- o Undertake field visits from time to time to evaluate project progress (Travel & stay costs will be borne by State/UT).
- o Handing over and knowledge transfer to the permanent staff being recruited for SeMT.
- o Internalizing the outputs/reports of the external Agencies.

The exact nature of support provided as part of SeMT would vary over the period of time. The breadth of activities provided by SeMT will expand based on the overall success and challenges faced in the implementation of the e-Governance initiatives.

4.7. Other Related Activities:

4.7.1 Performance Management of personnel provided for SeMT

Process for Performance Management

The Performance Management process will help in managing the performance of the SeMT personnel provided on Temporary Staffing and help the State/UT achieve the strategic objectives envisaged as part of the SeMT.

Each Selected Agency at the State/UT will be required to establish a robust Performance Management process to manage the performance of their personnel provided for Temporary Staffing and link it to the Scope of Work as outlined in this Tender and any other requirement (if any) issued by the State Nodal Agency.

As part of the Performance Management process, each Selected Agency will be required to carry out the following key activities

- o Create a Personal Scorecard for each Personnel provided as part of the Temporary Staffing services. The Personal Scorecard will contain details of the key activities to be performed and the goals to be met by the personnel.
- o Finalize the Personal Scorecard after discussions with the Head of the State Nodal Agency.
- o Prepare a framework and evaluation methodology to review the performance based on the Personal Scorecard.
- o The Onsite Project Manager of the Selected Agency along with representative of the State Nodal Agency should evaluate the performance of the personnel provided for Temporary Staffing based on the Personal Scorecard of each Personnel. Such activity should be carried out on a bi-monthly basis and evaluation report should be submitted to the State Nodal Agency.
- o The Head of the State Nodal Agency will evaluate the performance of the onsite Project Manager of the Selected Agency.
- o Post review of performance, incorporate feedback of the State Nodal Agency in the Personal Scorecard of each personnel.

4.7.2 Reporting and Status Updates

The Selected Agency at the State/UT level will be required to provide Monthly Status Reports to the State Nodal Agency and the Purchaser on the performance of work at the SeMT.

The format for the Status updates will be decided based on mutual discussions with the Purchaser and finalized with the State Nodal Agency.

5. Roles and Responsibilities, Skills and Experience required for the SeMT Personnel

5.1. It is expected that the SeMT will consist of Personnel across the four key domains of Programme Management, Change Management, Technology Management and Financial Management.

5.2. The broad Roles and Responsibilities of the personnel across these areas are as follows:

5.2.1 **Programme Management Expert**

Interagency Coordination

- o Interact with the State e-Governance Apex Committee and other relevant governance bodies to identify their issues and concerns in matters related to the implementation of NeGP
- o Provide inputs to the State e-Governance Apex Committee and other relevant governance bodies on various matters related to e-Governance and help them understand and analyze the policy guidelines issued by various Central Agencies/ Committees etc
- o Support State e-Governance Apex Committee in resolving interdepartmental coordination issues related to technical, architectural, support, inter dependency, standards, security, core, and support or shared infrastructure issues etc.

Programme Management

- o Develop and establish suitable Programme Monitoring Framework for the State under guidance from the State Nodal Agency
- o Monitor the implementation of various MMPs and NeGP components in the State and provide inputs to the Purchaser
- o Analyze the progress of the NeGP in the State and highlight any issues/ slippages to higher authorities
- o Ensure that the different e-Governance projects being developed are in alignment with the overall objectives of NeGP

Capacity Building

- o Assist the individual departments of the State Government in creating a dedicated team for conceptualizing and undertaking e-Governance projects in their departments
- o In close coordination with the Purchaser, assist the State Government in addressing the issues related to Capacity Building

Financial Management

- o Oversee the status of fund utilization by various Departments of the State towards various aspects of NeGP
- o Ensure Financial Appraisal of project reports received from the various State Departments
- o Manage the financials of the SeMT and provide regular inputs to the Purchaser

SeMT Management

- o Oversee the functioning of SeMT and ensure that it is able to suitably meet the requirements of the State Government in implementation of NeGP
- o Prioritize and allocate available resources/ work to the SeMT Personnel to ensure effective service delivery within the defined structure
- o Clearly establish performance targets for the SeMT personnel in line with their assigned roles

- o Identify developmental needs of the SeMT personnel and ensure that specific training interventions are administered

Miscellaneous

- o Ensure that the requirements of State Departments in matters like preparation of EoI/ RFP/ Contracts/ PPP and other related matters are suitably addressed
- o Identify Change Management needs of the Departments and formulate change management strategies in consultation with the State IT Department/IT Society/External Consultants
- o Support the State Government in the roll out of Awareness and Communication efforts as part of the NeGP

5.2.2 **Financial Management Expert**

Financial Management

- o Analyze and understand the requirements of various State Departments in relation to Financial Management of the e-governance projects
- o Develop and support in establishing suitable Financial Management processes in the State Departments in line with overall policy guidelines issued by the Purchaser
- o Analyze various PPP models possible for e-Governance projects with State Departments and support in design of appropriate model
- o Monitor the funding status of various e-Governance projects and collect data on utilization of funds
- o Prepare reports on the fund utilization and provide inputs to the Purchaser as well as the State Apex Committee
- o Support the State Apex Committee in decision making process for matters related to financing of e-Governance projects
- o Track expenses, ensure proper allocation and use of funds, review budget revisions and ensure timely payments to vendors

Financial Appraisal

- o Support State Departments in Financial Modeling of the e-governance projects
- o Appraise the project reports for their financial viability and provide expert advice to ensure financial robustness of the projects

Contracts & Procurement

- o Support State Departments in developing standard Contracts, RFP and other relevant guidelines
- o Support State Departments in vendor evaluation and deployment

5.2.3 **Technology Management Expert**

Design & Architecture

- o In coordination with the Technology Division at DIT, define and implement the standards for Application Development, Database Design and Infrastructure Deployment
 - o Support the State Apex Committee in decision making on technological issues related to e – governance
-

- o Study and prepare status reports on IT Infrastructure of State and assist the State Government in its improvement
- o Analyze the existing/ proposed projects for their provisioning of Strategic Control, Disaster Recovery and Business Continuity
- o Assist the State Government in coming up with a robust IT infrastructure to support the roll out of e – governance projects
- o Ensure that individual project level initiatives are interoperable, standardized, scalable and secure across various areas of software, hardware and infrastructure
- o Partner with the PeMTs and help them in developing technical standards/ architecture/ product specifications for the e – governance projects

Technical Appraisal

- o Conduct Technical Appraisal of the various project reports received from the State Departments

Miscellaneous

- o Assist State Departments in technical evaluations of external agency proposals related to implementation of various e – governance initiatives
- o Assist State Departments in price negotiations related to IT goods procurement
- o Support in monitoring/ help establish suitable network/ IT infrastructure monitoring system at the State level

5.2.4 **Change Management Expert**

Change Management

- o Identify Change Management initiatives as part of Government Process Reengineering exercise
- o Synchronize change management efforts with the State/ National level initiatives
- o Provide capacity for scaling up of resources as and when required
- o Provide stronger focus on change management through efficient communication, workshops, trainings etc.

CBMC Management

- o Support the State Departments in sourcing of the proposed PeMTs
- o Coordinate and work closely with the CBMC team and assist them in the implementation of CB Scheme

Capacity Building

- o Develop and implement action plans based on the Capacity Building roadmap and training strategy to achieve the State wide capacity building targets
- o Identification of State wide Training and Capacity Building needs of the state department personnel
- o Analyze training needs to develop new training programs or modify and improve existing programs

- o Conduct assessment of the existing training infrastructure in the state and development of action plan to improve their capacity to lead the training interventions in state
- o Identification of external training agencies and supporting the State Departments/ State Government in Empanelment process for these agencies
- o Development of course content and training programs aimed at Capacity Building for management and implementation of e governance initiatives
- o Provide support in development of programs aimed at sensitizing the senior political and executive leadership towards e – governance initiatives

Business Process Reengineering

- o Ensure assistance in identification of the capacity and all other gaps in carrying out BPR exercises and develop plans to address the same
- o Ensure assistance in the prioritization of the BPR initiatives related to a particular e – governance initiative
- o Ensure program level monitoring of the BPR initiatives being carried out by different departments and ensure uniformity as well as adequate level of synchronization among them
- o Provide inputs on the institutional/ legal/ procedural implications of planned process changes and ensure that the respective Departments are sufficiently informed on the same
- o Lead and direct creation of knowledge by collecting and providing benchmark as well as best practices for different processes to the State Departments to avoid duplication of effort and to shorten the learning curve
- o Study the projects of various departments and suggest prospective use of tools like BPM (Business Process Management) etc , or alternatively guide them on best way forward
- o Formulate strategy to increase the awareness among the State Departments/ PeMTs about the importance of BPR exercises
- o Liaise with the BPR team at DIT and provide critical inputs for designing guidelines and policies around various Government Process changes

5.3. Qualifications, Skills and Experience required for SeMT personnel

The indicative Qualifications, Skills and Experience required of the various levels of personnel to be deployed for the SeMT are mentioned in Annexure 2.

Section VI – Annexure

1. Annexure 1 – Temporary Staffing for SeMT: Indicative Requirements

S. No	State/UT	No. of Personnel required		
		Principal Consultant	Senior Consultant	Consultant
1.	Andaman and Nicobar Island	0	1	2
2.	Andhra Pradesh	1	2	4
3.	Arunachal Pradesh	0	1	2
4.	Assam	1	2	4
5.	Bihar	1	2	4
6.	Chandigarh	0	1	2
7.	Chhattisgarh	1	2	4
8.	Dadra and Nagar Haveli	0	1	2
9.	Daman and Diu	0	1	2
10.	Delhi	1	1	2
11.	Goa	1	1	2
12.	Gujarat	1	2	4
13.	Haryana	1	2	4
14.	Himachal Pradesh	1	1	2
15.	Jammu and Kashmir	1	1	2
16.	Jharkhand	1	2	4
17.	Karnataka	1	2	4
18.	Kerala	1	2	4

RFP for Empanelment of Agencies for providing Temporary Staffing Services

S. No	State/UT	No. of Personnel required		
		Principal Consultant	Senior Consultant	Consultant
19.	Lakshadweep	0	1	2
20.	Machya Pradesh	1	2	4
21.	Maharashtra	1	2	4
22.	Manipur	1	1	2
23.	Meghalaya	1	1	2
24.	Mizoram	0	1	2
25.	Nagaland	0	1	2
26.	Orissa	1	2	4
27.	Puducherry	0	1	2
28.	Punjab	1	2	4
29.	Rajasthan	1	2	4
30.	Sikkim	0	1	2
31.	Tamil Nadu	1	2	4
32.	Tripura	1	1	2
33.	Uttar Pradesh	1	2	4
34.	Uttarakhand	1	1	2
35.	West Bengal	1	2	4

2. Annexure 2 - Qualification, Experience and Skills for SeMT Personnel

a. Principal Consultant

Head of SeMT	
Education	B.E. / B. Tech. with MBA/MCA/ M/Tech.
Experience	10 - 15 years of experience in diverse Program Management roles Minimum 4/5 years of experience in managing large scale IT programs / e-Governance projects Large scale Project implementation experience Experience in preparation and monitoring of project plans Overall understanding of project viability Certified in Industry certifications like PMI, Prince2 etc preferred.

b. Senior Consultant

1. Programme Management	
Education	MBA / M. Tech. / MCA with a Graduation in any discipline
Experience	5 to 10 years of experience in project management function Experience of working in a government set up desirable Day to day program management and issue tracking PMP/ PMI certification preferred. Proficient in MS Office, MS Project, PERT-CPM and other Programme Management Tools

2. Financial Management	
Education	B.Com and CA / MBA in Finance
Experience	5 to 10 years of varied experience in accounting/ finance function/ Contracts and procurement function Strong Financial Management Skills Experience in Project Financing and Appraisal, Business Modeling, PPP and Risk Management Proficient in MS Office

3. Technology Management	
Education	B. Tech/ M. Tech in Computer Science or any other Engineering Discipline/ MCA
Experience	5-10 years experience in Software Project Management / Software Development 3-5 years experience in managing large scale Software Development / Enterprise-Wide systems integration / implementation projects

4. Change Management	
Education	B.E./ B.Tech with a MBA / PGD in HR/ PMIR
Experience	5-10 years of experience leading business process reengineering/process improvement engagements Experience with executing and delivering process improvements Knowledge of managing recruitments and training & development activities

c. Consultant

1. Programme / Project Management	
Education	MBA / M. Tech. / MCA with a Graduation in any discipline
Experience	2 to 5 years of experience in Project Management function Experience of working in a government set up is desirable Day to day program management and issue tracking Proficient in MS Office, MS Project and other Programme Management Tools

2. Financial Management - Financial Appraisal & Viability Analysis	
Education	B.Com and CA / MBA in Finance
Experience	2 to 5 years of varied experience in accounting/ finance function Strong Financial Management Skills (including Financial Modelling, Cash Flow Analysis, Ratio Analysis, Preparation of Financial Feasibility Report etc.) Proficient in MS Office

3. Financial Management - Contracts & Procurements	
Education	Engineering Graduate with MBA (specialization in supply chain will be preferred)
Experience	2 to 5 years of experience in managing procurement function Experience in IT projects related procurement will be preferred Preparation of reports Vendor management Proficient in MS Office

4. Technology Management	
Education	B. Tech/ M. Tech in Computer Science or any other Engineering Discipline/ MCA
Experience	2 to 5 years experience in Software Project Management / Enterprise-Wide systems integration / implementation projects

5. Change Management - Capacity Building Expert	
Education	Graduation with MBA/ PGD in HR/ PMIR
Experience	2 to 5 years of experience in managing recruitment / training & development function Experience in recruitment management Proficient in MS Office

6. Change Management - Business Process Reengineering	
Education	B.E / B.Tech with a MBA / M.Tech / MCA
Experience	2 to 5 years of experience in business process reengineering/process improvement engagements / assignments / projects Experience in executing BPR exercise for Government / Quasi-Government / PSUs will be preferred.

Given the nature of activities to be carried out by SeMT there are certain desired Behavioural Competencies which Personnel at each Level should possess, in addition to the Educational Qualifications and Experience mentioned above.

Competency	Definition
1. Team Leadership	Ability to achieve results through people by encouraging, inspiring and motivating individuals and teams to give their best and create a positive impact on the work culture. It also includes ability to ability to resolve conflicts and channelize energy of the team to meet/ exceed targets as well as ensuring the development of subordinates.
2. Decision Making	Ability to make timely decisions within limits of authority after due consideration of all available information and resources and weighing priorities. It includes the ability of calculated risk taking and taking ownership of decisions.
3. Result Orientation	Ability to do one's own work well against a standard of excellence and raising the bar based on his/ her past performance or on performance of others. Ability to demonstrate persistence and a strong personal belief to succeed despite obstacles. Ability to display ownership and initiative, by doing more than required or is expected to be done in the job, doing things that no one has requested which will improve job results, avoid problems, or help create new opportunities.
4. Impact & Influence	Ability to influence the thought process of others to enlist their support by effective management of relationships and convincing through persuasion. It also includes giving forceful reasons and negotiating with others to accomplish a particular agenda.
5. Customer & Stakeholder Management	Underlying desire and understanding of the importance of proactively identifying and satisfying implicit and explicit needs of customers/stakeholders. It includes the ability to build and maintain long term relationships. The customer/stakeholder may be an external/internal customer, vendors, agencies and State & Central Governments/Ministries.

6. Problem Solving	Ability to systematically think through a work related issues and their constituent parts. It is the ability to identify links and relationship between various parts of work related issues and prioritize the same. Also the ability to anticipate problems and prepare contingency plans to manage crisis situations.
7. Strategic Orientation	Ability of having the “big picture perspective”, the ability of being able to assess long term implications of what is being done today and articulate strategies that need to be adopted / designed to achieve long term goals.
8. Personal Effectiveness	Ability to inspire others by displaying qualities of a role model - such as self-belief/ confidence, interpersonal sensitivity, transparency and openness, mutual trust and integrity. Also includes the virtue of investing in self development to reach greater professional heights. Also includes an understanding of others’ behavior and adaptation of own approach/ strategy accordingly.
9. Planning & Organizing	Ability to plan and schedule a series of interlinked activities to achieve the larger goals and objectives. Also includes an ability to anticipate potential issues that might arise and develop contingency plans to take care of the same.

3. Annexure 3 – Agreement for Empanelment

THIS AGREEMENT is made on the day of2008 between **Department of Information Technology, Ministry of Communications and IT, Government of India** (hereinafter called "DIT") of the one part and (Name of Empanelled Agency) (hereinafter called "the Agency") of the other part:

WHEREAS

- a) The DIT is desirous that the Empanelled Agency should provide Temporary Staffing Services as defined under this Tender :
- b) The Agency having represented to the DIT that he has the required Professional Skills, and Personnel, has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them under this Tender.
- 2) The following documents in relation with Tender issued for Empanelment of Agencies for providing Temporary Staffing Services shall be deemed to form and be read and construed as part of this Agreement viz:
 - a) Section I - Invitation for Bids
 - b) Section II - Instructions to Bidders
 - c) Section III – Terms and Conditions
 - d) Section IV - Contents of Bid
 - e) Section V - Scope of Work
 - f) Section VI - Annexure
- 3) The Agency would be Empanelled for 15 months with DIT from the date of signing of Agreement for Empanelment.
- 4) DIT requires that the Agency must provide professional, objective, and impartial advice and services and at all times hold the DIT's interests paramount, strictly avoid conflicts with other assignments/jobs, downstream projects or their own corporate interests and act without any consideration for future work.
- 5) The mutual rights and obligations of the DIT and the Agency shall be as set forth in the Agreement, in particular that the Agency shall carry out the Services in accordance with the provisions of the Contract;

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of DIT

[Authorized Representative]

For and on behalf of [Name of Consultant]

[Authorized Representative]

	Page No	Clause No	Statement of Clarification and Deviations	Response by DIT
II	Page 14	Clause 17.1	It is assumed that consortium in the clause also covers outsourcing. Accordingly, no outsourcing of the personnel would be allowed. Please confirm	No outsourcing of personnel would be allowed. Also refer to Clause 9, Section III
II	Page 16	Clause 27.3	It is suggested that the number of agency in the state should be a maximum of one. It is extremely difficult to coordinate or take responsibility for tasks when more than one agency is involved. This approach has added complexity of the manner with which personnel between agencies would be allocated.	For a State/UT, there can be more than one agency empanelled through this tender process but only one agency from among the empanelled agency will be selected to perform the required service at the State/UT.
I	Page 16	Clause 27.5	The upper limit defined are extremely low and out of line with market. It is strongly suggested that upper limit be changed to Rs.1.75L, 2.5L and 3.0L for the consultant, Sr.Consultant and Principal Consultant respectively. It is requested that CBMC review the rates that have been quoted in previous empanelment / existing SeMTs to arrive at realistic rates. Artificial capping would completely defeat the purpose of the scheme i.e. "quality resources". DIT may also review the minimum years of experience for each of the levels	Read Clause 27.5 as: "The indicative 'Man Month Rate' for each Level at an all India basis are indicated below: a. Principal Consultant – Rs 2,00,000 / month b. Senior Consultant – Rs 1,50,000 / month c. Consultant – Rs 1,00,000 / month" All other clauses which refer to 'Upper Limit' shall be read as 'indicative'.
II	Page 16	Clause 27.5	Upper limit of Man Month rate for each level at an all India basis needs to be removed / enhanced, as the consultants salary, organization overheads and out of pocket expenses for making these consultants available on pan India locations would be much more than the suggested limits.	Same as above
I	Page 17	Clause 28.3	Details of the parameters used for evaluation under 5 and 6 needs to be specified. It is assumed that the evaluation by Technical Committee would be on specified parameters and hence the same should be shared with the bidders.	Technical committee will consider the following parameters for evaluation under 5 and 6: - Presentation before Technical Committee - Approach & Methodology - Query handling - Quality of technical bid - Overall understanding of scope of work
II	Page 19	Clause 31.3.7	The selection of the agency at the state level should be purely on the basis of CVs. In a situation where the rates are already knows, doing a QCBS is not appropriate as any such selection would raise more questions and would be difficult for states to follow	No Change
			There should be clause for extension of the SeMT period in case sought by the State, if required	Please refer to Page 28, Section III (Master Service Agreement), Clause 12.2
III	Page 37	Clause 10.5	The maximum no. of replacement cannot be capped. There could be a penalty imposed but there should not be a cap as staff turnover is beyond the control of the bidders	The 'replacement' shall not cover any replacement on account of: - resignation of personnel subject to furnishing of appropriate relieving certificate to the State Nodal Agency - any unavoidable circumstances with appropriate reasons provided in writing and agreed upon by the State Nodal Agency

	Page No	Clause No	Statement of Clarification and Deviations	Response by DIT
III	Page 21	Clause 38.4 and 38.5,	<p>"Insurance for Key Personnel": The client shall retain the Performance Security to indemnify it against any loss or damage that may be caused to or suffered by the client by reason of any breach by the Bidder of any terms and conditions of the agreement and/or in the performance thereof. Further, client wants its decision whether any loss or damage has arisen and the amount of such loss or damage, shall be final and binding onto the Bidder. Also, client wants the Bidder to indemnify it for all losses, claims, damages etc. payable to the temporary staff.</p> <p>Suggested clarification: All Indemnity, claim and cost to the Client by the Bidder should be subject to final decree of a competent court.</p>	<p>Delete Clause 38.4 and 38.5</p> <p>Add Clause 16 to Section III (MSA) - 'Indemnity'</p> <p>16.1 The Bidder shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <p>a) Any negligence or wrongful act or omission by the Bidder or any third party associated with Bidder in connection with or incidental to this Contract or;</p> <p>b) Any breach of any of the terms of the Bidder's Bid agreed, the Tender and this Contract by the Bidder, the Bidder's Team or any third party</p> <p>c) Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof</p>
	Page 25	Clause 4	<p>Also, the indemnities should be reciprocal and be capped to one time the fees paid to the Bidder. It should expressly exclude indirect losses and damages. Objective and fair criteria should govern the indemnity exposure for both parties.</p>	<p>16.2 The Bidder shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.</p>
				<p>Add Clause 17 to Section III (MSA) – 'Limitation of Bidder's liability towards the Purchaser'</p> <p>17.1 Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.</p> <p>17.2 Except in the case of Gross Negligence or Willful Misconduct on the part of the Bidder or on the part of any person acting on behalf of the Bidder executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher For the purposes of this Clause, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith</p>

Page No	Clause No	Statement of Clarification and Deviations	Response by DIT
			17.3 This limitation of liability slated in this Clause, shall not affect the Bidder's liability, if any, for direct damage by Bidder to a Third Party's real property, tangible personal property or bodily injury or death caused by the Bidder or any person acting on behalf of the Bidder in <u>executing the work or in carrying out the Services.</u> "
III	Page 23 Disclaimer	<p>The client is disclaiming any responsibility towards the accuracy, reliability and completeness of this tender document. The bidder is expected to conduct its own investigations and analysis.</p> <p>Suggested Clarification: Since the Bidder shall be submitting its technical and commercial bid relying on the quality of the information provided by the client in this tender document, it should be clarified that such disclaimer would apply to the deliverables submitted by the Bidder, to the extent such deliverables rely on the information provided by the client.</p>	<p>'Disclaimer' on Page 23,Section III to be read as:</p> <p>"The information contained in this Tender document or information subsequently provided to Bidder(s), whether verbally or in documentary form by or on behalf of Department of Information Technology, is provided to the Bidder(s) on the terms and conditions as set out in this Tender document. This Tender document is not an agreement, and not an offer or invitation by Department of Information Technology to any parties other than Bidder(s) who are qualified to submit the bids. The purpose of this Tender document is to provide the Bidder(s) with information to assist the formulation of their proposals."</p>
III	Page 24 Clause 1.1 (8)	"Definition of IPR": It needs to be clarified that IPR does not include the pre-existing IPR of the Bidder	Yes. The Purchaser and/or State Nodal Agency will not have any claim on the pre-existing IPR of the Bidder.

	Page No	Clause No	Statement of Clarification and Deviations	Response by DIT
III	Page 25	Clause 3.1 and 3.2	<p>"Intellectual Property Rights": Client wants that title to IPRs under this agreement, shall belong to the client. Further, client wants the Bidder to execute patent applications, considered necessary to apply for and obtain Letters of Patent and other similar documents. It needs to be examined whether the Bidder will be creating any IPR which is capable of being registered under the laws of India? If not, then following is the suggested clarification.</p> <p>Suggested Clarification : It needs to be clarified that the Bidder shall not be creating any IPR capable of registration under laws of India. If Client feels that any portion in the Bidder's deliverables has created IPR specifically for Client which is capable of being registered, then it should bring this to Bidder's attention. Pursuant thereto, the Bidder will provide NoC to Client to get the IPR registered excluding the pre-existing IPRs of the Bidder. Further, it needs to be clarified that Pre-existing IPR of the Bidder should continue to vest exclusively with the Bidder. Also, the Bidder should be allowed to use the general knowledge,</p>	<p>Clause 3.1, Section III to be read as:</p> <p>"Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser."</p> <p>skills, ideas, concepts, know-how relating to the services under this Agreement.</p>
III	Page 25	Clause 3.3	<p>Intellectual Property Rights": Client wants the Bidder to indemnify for all IPR claims.</p> <p>Suggested Clarifications: Any third party IPR claim on Client for reasons solely attributable to the Bidder should be brought to the written notice of the Bidder, for the Bidder to assume the legal defence thereto. It should also be clarified that this indemnity does not cover alleged infringements caused by modifications to the work performed by the Bidder that are not made by the Bidder or that result from Client provided designs, specifications or other information or from combination of such work with products or services not provided by the Bidder.</p>	No Change
II	Page 26	Clause 8.6 and 8.8	<p>Client wants the bid price to include the costs of equipment , materials, cost of implementation tools etc. Further, client wants the Bidder to transport the required equipments in inside the working place.</p> <p>These provisions seems to be inapplicable for the current engagement and should be specifically mentioned "Not applicable".</p>	<p>The intent of the clause is to ensure that Bidder is responsible for making all arrangements for his staff including provisioning of equipment like laptop/desktop, software at his own cost.</p> <p>The Purchaser and/or State Nodal Agency will not incur any additional charges on any such claim by the Bidder at a later stage.</p>
III	Page 27	Clause 8.9	<p>Client reserves the right to add, amend or delete any work item or reduce the scope of work. The Bidder shall not have a right to claim compensation or damage in this regard.</p> <p>It should be clarified that for any change in scope of work, a pre-agreed scope change process should be followed towards arriving at a mutual agreement on the revised pricing.</p>	<p>No Change.</p> <p>Please refer to Clause 8.9, Section III.</p>
II	Page 27	Clause 11	<p>Conflict of Interest": Suggested Clarification: The Bidder is already in the business of providing similar advisory services to its clients and shall continue to do so. It is presumed that these provisions shall not be interpreted in a manner to restrict the Bidder from providing such services</p>	Yes. Please refer to Clause 11, Section III

	Page No	Clause No	Statement of Clarification and Deviations	Response by DIT
III	Page 28	Clause 13	Termination of Empanelment": It needs to be clarified that an objective and fair procedure shall be followed by the client, before terminating the contract. All obligation imposed onto the Bidder after the contract is terminated, should also be as per joint good faith deliberations and the Bidder should not be unfairly prejudiced.	Yes
III	Page 29	Clause 13.3.4	<p>a) As per the provisions under this clause, the Client shall make the payments to the Bidder for Services satisfactorily performed prior to the effective date of termination. It is advisable to link the payments to a well defined Acceptance Criteria which be incorporated in the Contract.</p> <p>b) Further, in case the contract is terminated for default, Client reserves the right to retain such amount from the payments due, as may be required to offset the losses. It needs to be clarified that any deduction should be discussed in good faith with the Bidder, for the parties to mutually arrive at the extent to which any deductions should objectively apply to the concerned invoice</p>	<p>a) Refer Clause 10.8.1, Section III – Other Terms & Conditions</p> <p>b) Yes</p>

	Page No	Clause No	Statement of Clarification and Deviations	Response by DIT
III	Page 29	Clause 13.3.5 and 13.3.7	Client shall take the possession of all incomplete works and deliverables. It needs to be clarified that proportionate payments for such incomplete milestones, should be made to the Bidder, before the legal ownership of such deliverables is transferred to the Bidder. Further, the pre-existing IPR of the Bidder shall continue to vest exclusively with the Bidder.	Refer Clause 10.8.1, Section III – Other Terms & Conditions
III	Page 29	Clause 13.3.6	Client reserves the right to invoke the performance security. Suggested Clarification: It should be clarified that an objective and consultative process involving the designated representative(s) of the Bidder should be followed before any such decision is taken. Further, the extent of forfeiture should be the subject matter of a good faith mutual agreement.	Yes
III	Page 30	Clause 13.3.8	It needs to be clarified that in case of such suspension, the Bidder shall be paid the fees for the services provided by the Bidder till the date of termination.	Refer Clause 10.8.1, Section III – Other Terms & Conditions
II	Page 37	Clause 10.5 and 10.6	a) "Penalties": Suggested Clarification: It should be clarified that the Penalty Clause should be enforced only for shortfall in providing services, caused due to reasons solely and directly attributable to the Bidder. Any shortfall attributable to or arising out of any issue escalated by the Bidder Project team to the Client for action or decision shall not be considered by the Client for imposition of penalty. During/after contract finalization, a mechanism should be put in place to objectively capture the shortfall and allocate inter-se accountability in a transparent manner. b) Further, penalty clause should be capped at say 5 % of the contract value.	a) Refer Clause 10.5 and 10.6 b) Add clause 10.6.4, Section III - Other Terms & Conditions 10.6.4. Total Penalty to be capped subject to 30% of the Monthly payments at any time of the Contract. In such situation where the total penalty exceeds the above limit of 30% of the Monthly payments at any time of the Contract, the Purchaser reserves the right to invoke termination clause or terminate the Contract altogether.
			Liability cap for Bidder at one time the fees paid should be documented by way of clarification Suggested Language : Other than Client's obligations to make payments that are due and owing under this Agreement, a party's and its affiliates' entire and collective liability arising out of this Agreement shall in no event exceed the amounts paid to the Bidder under this Agreement. NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES OR LOSS OF INCOME OR PROFIT	It has now been covered under the new Clause 17, Section III

	Page No	Clause No	Statement of Clarification and Deviations	Response by DIT
V	Page 63	Clause 4.1 (f)	If the role of the empanelled agency staff is to 'Facilitate' the design and development of e-Governance strategies blueprints and roadmaps for the departments and state agencies, who shall actually develop these areas.	e-governance Road Map (EGRM) and Capacity Building Roadmap (CBRM) for most of the States/UT are in place. SeMTs are expected to make necessary modification, if required on the same. For any Department level e-Governance initiative in the particular State/UT, SeMTs will facilitate respective Department in preparing the road map. Overall ownership of any such roadmap rests with the respective State Department.
II	Page 16	Clause 27.1		Read Clause 27.1 as: "It is mandatory for each Bidder to provide 'Man Month Rate' for each Level specified in this Section, separately for each State/UT where willingness has been indicated to provide Temporary Staffing services as part of the EOI response submitted by the Bidder. Failure to do so may result in the Bid being considered incomplete and summarily rejected."
II	Page 16	Clause 27.7		Read Clause 27.7 as: The 'Man Month Rate' shall be quoted separately for each State/UT where willingness has been indicated to provide Temporary Staffing services for each Level across different profiles.
II	Page 18	Clause 31.3.2		Read Clause 31.3.2 as: The Empanelled Agencies will be requested to provide CV's for each actual requirement of SeMT Personnel. The CVs SHOULD be of the personnel who will eventually be deployed against each such requirement and 1/3rd of the CVs provided should be on the rolls of the Empanelled Agency for the period of at 3 (three) months from the date of signing the Agreement with the Purchaser.
III	Page 30	Clause 14.3.2		Read Clause 14.3.2 as: 14.3.2. The CVs SHOULD be of the personnel who will eventually be deployed against each such requirement and 1/3rd of the CVs provided should be on the rolls of the Bidder for the period of at least 3 (three) months from the date of signing the Agreement with the Purchaser. The State Nodal Agency will ask the proposed personnel to undergo a formal interview.

	Page No	Clause No	Statement of Clarification and Deviations	Response by DIT
II	Page 10	Clause 3		<p>Read sub-clauses for Clause 3 as:</p> <p>3.1. It is proposed to have a Two Cover System for this Tender. a) Technical Bid (1 Copy) in one cover (envelope) b) Commercial Bid (1 Copy) in one cover (envelope) with separate envelopes for each State/UT in it</p> <p>3.2. Technical Bid and Commercial Bid of the Tender should be placed in separate sealed covers with the wordings “Technical Bid” and “Commercial Bid” respectively super-scribed on them. Please note that the Technical Bid shall not include any commercial information. Any Technical Bids containing commercial information shall be declared non-responsive and shall be disqualified.</p> <p>3.3. The Technical Bid and Commercial Bid should be a complete document and should be bound as each volume separately. The Technical Bid document should be appropriately flagged and should contain the list of contents with page numbers. The ‘Commercial Bid’ envelope shall contain separate sealed envelopes for quotes for each State/UT that the Bidder has expressed its willingness to provide Temporary Staffing services to. Each such envelope shall be super scribed with wordings "Commercial Bid - Request for Proposal for Empanelment of Agencies for providing Temporary Staffing services for Capacity Building Scheme under the NeGP. Name of the State/UT: XXXX". Replace XXXX with the name of the State/UT. Any deficiency in documentation may</p>
II	Page 10	Clause 3		<p>3.4. The covers containing the Technical Bid, Commercial Bid and the draft for the Tender Fee as mentioned in Clause 4.2 of this Section must be put in another envelope (Bid Cover). The Bid Cover should be super scribed with the wordings “Do not open before 1500 hours on October 21, 2008” and this envelope should be clearly marked “Request for Proposal for Empanelment of Agencies for providing Temporary Staffing services for Capacity Building Scheme under the NeGP”.</p> <p>3.5. The Bid Cover should also indicate clearly the name, address and telephone number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late" / "Invalid".</p>

	Page No	Clause No	Statement of Clarification and Deviations	Response by DIT
II	Page 10	Clause 3		<p>3.6. As part of the Bid, Bidder should also provide the Technical Bid in soft copy format, in the form of a non-re-writeable CD (Compact Disc) as follows:</p> <p>3.6.1. One copy of CD containing the Technical Bid - The CD containing Technical Bid should be sealed along with the hard copy of the respective Technical Bid.</p> <p>3.6.2. The CD submitted by the Bidder must be in a sealed cover. The sealed covers as well as the CD media must be duly signed by the Bidder using a "Permanent Pen/Marker", and should be super scribed with "Technical Bid" and should bear the name of the Bidder.</p> <p>3.6.3. Bidder must ensure that the information furnished by him/her in the CD is identical to that submitted by him/her in the original paper Bid document. In case of any discrepancy observed by the Purchaser in the contents of the CDs and original paper Bid documents, the information furnished on original paper Bid document will prevail over the soft copy.</p> <p>3.6.4. Bidder must ensure that Technical Bid CD does not contain any Commercial items / prices.</p> <p>3.6.5. The Technical Bid shall be brief and concise and shall precisely address the requirements laid down in RFP.</p>

	Page No	Clause No	Statement of Clarification and Deviations	Response by DIT
II	Page 16	Clause 27.5	The upper limit defined are extremely low and out of line with market. It is strongly suggested that upper limit be changed to Rs.1.75L, 2.5L and 3.0L for the consultant, Sr.Consultant and Principal Consultant respectively. It is requested that CBMC review the rates that have been quoted in previous empanelment / existing SeMTs to arrive at realistic rates. Artificial capping would completely defeat the purpose of the scheme i.e. "quality resources". DIT may also review the minimum years of experience for each of the levels	<p>Read Clause 27.5 as:</p> <p>"The indicative 'Man Month Rate' for each Level at an all India basis are indicated below:</p> <p>a. Principal Consultant – Rs 2,00,000 / month</p> <p>b. Senior Consultant – Rs 1,50,000 / month</p> <p>c. Consultant – Rs 1,00,000 / month"</p> <p><i>All other clauses which refers above as 'Upper Limit' shall be read as 'indicative'.</i></p>
II	Page 16	Clause 27.1		<p>Read Clause 27.1 as:</p> <p>"It is mandatory for each Bidder to provide 'Man Month Rate' for each Level specified in this Section, separately for each State/UT where willingness has been indicated to provide Temporary Staffing services as part of the EOI response submitted by the Bidder. Failure to do so may result in the Bid being considered incomplete and summarily rejected."</p> <p><i>All other clauses which refer to the above shall get modified accordingly.</i></p>
II	Page 18	Clause 31.3.2		<p>Read Clause 31.3.2 as:</p> <p>The Empanelled Agencies will be requested to provide CV's for each actual requirement of SeMT Personnel. The CVs SHOULD be of the personnel who will eventually be deployed against each such requirement and 1/3rd of the CVs provided should be on the rolls of the Empanelled Agency for the period of at least 3 (three) months from the date of signing the Agreement with the Purchaser.</p>
III	Page 30	Clause 14.3.2		<p>Read Clause 14.3.2 as:</p> <p>14.3.2. The CVs SHOULD be of the personnel who will eventually be deployed against each such requirement and 1/3rd of the CVs provided should be on the rolls of the Bidder for the period of at least 3 (three) months from the date of signing the Agreement with the Purchaser. The State Nodal Agency will ask the proposed personnel to undergo a formal interview.</p>

	Page No	Clause No	Statement of Clarification and Deviations	Response by DIT
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II	Page 10	Clause 3		<p>3.4. The covers containing the Technical Bid, Commercial Bid and the draft for the Tender Fee as mentioned in Clause 4.2 of this Section must be put in another envelope (Bid Cover). The Bid Cover should be super scribed with the wordings "Do not open before 1500 hours on October 21, 2008" and this envelope should be clearly marked "Request for Proposal for Empanelment of Agencies for providing Temporary Staffing services for Capacity Building Scheme under the NeGP".</p> <p>3.5. The Bid Cover should also indicate clearly the name, address and telephone number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late" / "Invalid".</p>
I	Page 10	Clause 3		<p>3.6. As part of the Bid, Bidder should also provide the Technical Bid in soft copy format, in the form of a non-re-writeable CD (Compact Disc) as follows:</p> <p>3.6.1. One copy of CD containing the Technical Bid - The CD containing Technical Bid should be sealed along with the hard copy of the Technical Bid. No CD to be submitted for the Commercial Bid.</p> <p>3.6.2. The CD submitted by the Bidder must be in a sealed cover. The sealed covers as well as the CD media must be duly signed by the Bidder using a "Permanent Pen/Marker", and should be super scribed with "Technical Bid" and should bear the name of the Bidder.</p> <p>3.6.3. Bidder must ensure that the information furnished by him/her in the CD is identical to that submitted by him/her in the original paper Bid document. In case of any discrepancy observed by the Purchaser in the contents of the CDs and original paper Bid documents, the information furnished on original paper Bid document will prevail over the soft copy.</p> <p>3.6.4. Bidder must ensure that Technical Bid CD does not contain any Commercial items / prices.</p> <p>3.6.5. The Technical Bid shall be brief and concise and shall precisely address the requirements laid down in RFP.</p>
				<p>Form 7, 8 and 9 of the tender document have been modified. Please refer to the annexure attached.</p>

Form 7: Commercial Bid Submission Form

(To be submitted on the Letterhead of the Bidder)

{Place}

{Date}

To

Senior Director

e-Governance, Capacity Building

Department of Information Technology

Room Number 4057

Electronics Niketan

6 CGO Complex, Lodhi Road

New Delhi - 110003

Subject: Submission of Commercial Bid for 'Request for Proposal for Empanelment of Agencies for providing Temporary Staffing Services for Capacity Building Scheme under National e-Governance Plan. File No 8(36)/2008.EGI

Dear Sir,

1. Having examined the Tender, we, the undersigned, offer to propose for Empanelment of Agencies for providing Temporary Staffing Services for Capacity Building Scheme under National e- Governance Plan, in full conformity with the said Tender.
2. We have read the provisions of the Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Bid shall not be given effect to.
3. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification
4. We understand you are not bound to accept any proposal you receive.

Our correspondence details with regards to this Tender are:

Sr. No	Information	Details
1.	Name of Bidder	
2.	Address of Bidder	
3.	Name, Designation and Address of the contact person to whom all references shall be made regarding this Tender	
4.	Telephone no. of contact person:	
5.	Mobile no. of contact person:	
6.	Fax no. of contact person:	
7.	E-mail address of contact person:	

We hereby declare that our Bid response is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[BIDDER'S NAME]

Name

Title

Signature

Date

Form 8: Commercial Bid

[Using the format below, the Bidder should provide 'Man Month Rate' (all inclusive) for each Level of personnel for carrying out services requested under this Tender.].

The 'Man Month Rate' rate shall be quoted for each level and separately for each State/UT for which the Bidder has expressed his willingness in the EOI response in order to avoid rejection of Bid. The Bidders shall submit the **State-wise quotes in separate sealed envelopes for each State/UT**. The same would be used for evaluation for purpose of Selection of Agencies by States/UTs.

(The format of the table below shall be repeated in the Commercial Bid for each State/UT that the Bidder is quoting for.)

Name of the State/UT: XXX			
Resource	'Man Month Rate' (Rs / month) (including Out of Pocket Expenses) (1)	Service Tax (including education cess, if any) (%) (2)	Final 'Man Month Rate' (Rs. / month) (Man Month Rate + Service Tax) (3)
Consultant			
Senior Consultant			
Principal Consultant			

The indicative 'Man Month Rate' (Column 1) for the various Levels is indicated below:

- Principal Consultant – up to Rs 2,00,000 / month
- Senior Consultant – up to Rs 1,50,000 / month
- Consultant – up to Rs 1,00,000 / month

Form 9: Statement of Undertaking of Participation and Validity of Commercials

(To be submitted on the Letterhead of the Bidder)

{Place}

{Date}

To
Senior Director
e-Governance, Capacity Building
Department of Information Technology
Room Number 4057
Electronics Niketan
6 CGO Complex, Lodhi Road
New Delhi - 110003

Subject: Undertaking of Participation and Validity of Commercial for 'Request for Proposal for Empanelment of Agencies for providing Temporary Staffing Services for Capacity Building Scheme under National e- Governance Plan. File No 8(36)/2008.EGI

Dear Sir,

1. Having examined the Tender, we, the undersigned, declare that we will participate in all the States and UTs where we have expressed our willingness to provide services as per **Form 6: Past experience and Intent of Participation** in the EoI response, if and when we are Empanel ed.
2. We hereby declare that, the 'Man Month Rate" for each Level quoted for each State/UT as per **Form 8: Commercial Bid** as part of the response to this Tender document will be valid for the period of Empanelment for the respective States/UTs for which we have expressed our willingness in the EOI response.
3. Post Empanelment, We also agree to provide the same 'Man Month Rate' by each level as quoted for each State/UT, in the State/UT level selection process.

Sincerely,

[BIDDER'S NAME]

Name

Title

Signature

Date

Annexure IV

Draft “Letter of Requirement” from
States/UTs to the Empanelled Agencies

Annexure IV

File No: ###

Date: XXXX

Letter of Requirement

(Temporary Staffing Services for Capacity Building Scheme under the NeGP for State/UT XXX)

1.1 For the Capacity Building Scheme under the National e-Governance Plan (NeGP), Department of Information Technology (DIT), Government of India, has empanelled Agencies for providing Temporary Staffing Services through tender 'Empanelment of Agencies for providing Temporary Staffing Services for Capacity Building under the National e-Governance Plan (NeGP)' - Tender no 8(36)/2008.EGI.

1.2 With reference to the above Tender, we request the Empanelled Agencies to submit 'Response to Letter of Requirement' with the Curriculum Vitae (CVs) for the following types of personnel to be deployed as SeMTs at XXX under State Nodal Agency / State DIT (whichever is applicable), Government of XXX.

Level	Specialization / Skill Set	Number of personnel
Principal Consultant	Program Management	#
Senior Consultant	Program Management	#
	Technology Management	#
	Financial Management	#
	Change Management	#
Consultant	Program / Project Management	#
	Technology Management	#
	Financial Management	#
	Change Management	#

1.3 Conditions

1. The 'Response to Letter of Requirement' shall be valid for a period of 12 weeks from the date of submission.
2. The Contract (Refer *Attachment II*) shall be for a period of XX months.
3. Empanelled Agency shall submit one (1) CV for each position.
4. The Empanelled Agencies are allowed to submit the CV (s) of the replacement personnel during the 12 weeks period in case any of the following holds true for the personnel whose CV has already been submitted:
 - a. resignation of personnel subject to furnishing of appropriate relieving Certificate to the State Nodal Agency / State DIT (whichever is applicable)
 - b. any unavoidable circumstances with appropriate reasons provided in writing and agreed upon by the State Nodal Agency / State DIT (whichever is applicable)
5. Each CV shall be submitted:
 - a. as per the qualifications & experience mentioned in the Tender
 - b. in the format attached in *Attachment I* to this document
6. Two copies of all the CVs in two separately sealed envelopes along with a Cover Letter to be submitted.
7. The covers containing the CVs should be super scribed with the wordings **“Do not open before HH:MM hours on DD/MM/YYYY”** and this envelope should be clearly marked **“Temporary Staffing Services for Capacity Building Scheme under NeGP for State/UT XXX”**.
8. The cover of the envelope should also indicate clearly the name, address and telephone number of the Empanelled Agency to enable the documents to be returned unopened in case it is declared "Late" / "Invalid".
9. Empanelled Agency shall make the personnel available for a face-to-face interview as per the schedule planned by State Nodal Agency / State DIT (whichever is applicable). The final schedule for interviews will be notified in advance to each of the Empanelled Agencies.

1.4 Key Dates:

Activity	Date
Last date of receipt of the 'Response to	HH:MM Hours DD/MM/YYYY
Tentative Interview sessions	DD/MM/YYYY to DD/MM/YYYY
Opening of Financial Bid	DD/MM/YYYY
Signing of the Contract	DD/MM/YYYY

Authorized Signatory

Name:

Designation

Attachment I

CV Format

Details		Response
1	Proposed Position & Skill Set	(Principal Consultant, Senior Consultant, Consultant) (Program Management / Technology Management / Change Management / Financial Management)
2	Name of Firm	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]	
6	Membership of Professional Associations / Societies	
7	Summary of key Training and Certifications	
8	Countries of Work Experience: [List countries where staff has	
9	worked in the last ten years]	(Read/Write/Speak) -(Excellent/Good/Fair)
10	Language Proficiency Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving	From [Year]:_____ To [Year]: _____ Employer: Positions held:
11	for each employment as per format provided] Detailed Tasks Assigned [List all tasks to be performed	
12	under this assignment] Highlights of assignments handled and significant accomplishments. [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]	Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:

Annexure V
Model Contract

Annexure V

Model Contract

The Contract shall be read in conjunction with the Agreement that the Empanelled Agency has signed with Department of Information Technology (DIT), Ministry of Communication & Information Technology Government of India (GoI) and shall be read as supplement to the Agreement. No conditions in the Contract with the State Nodal Agency / State DIT (whichever is applicable) shall, in spirit, conflict with the conditions of the Agreement. The Agreement signed with DIT, GoI will prevail, in case of any conflict between the Agreement signed with DIT, GoI and the Contract signed with State Nodal Agency / State DIT (whichever is applicable).

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated :

1. The 'Contract' means the agreement entered into between the State Nodal Agency / State DIT (whichever is applicable) and the Selected Agency, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
2. "The Purchaser" means the State Nodal Agency / State Department of Information Technology (whichever is applicable), Government of XXX.
3. The "Empanelled Agency" means Agency which has been empanelled by Department of Information Technology, Ministry of Communication & Information Technology, Gol through the tendering process for **"Empanelment of Agencies for providing Temporary Staffing Services for Capacity Building Scheme under the National e-Governance Plan (NeGP)"**
4. The "Selected Agency" means Agency which is selected through the process at the State/UT level to provide the Temporary Staffing services to the State Nodal Agency / State DIT (whichever is applicable).
5. The "Services" means Temporary Staffing services to be provided to the State/UT for Capacity Building Scheme under the National e-Governance Plan (NeGP).
6. The "Tender" refers to the tender **"Empanelment of Agencies for providing Temporary Staffing Services for Capacity Building Scheme under the National e-Governance Plan (NeGP)"** with reference to File No.: 8(36)/2008.EGI of DIT, Gol.
7. "Day" means a working day.
8. "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.

2. Use of Contract Documents and Information

- 2.1. The Selected Agency shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, report, findings, data or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Selected Agency in performance of the services under the Tender.
- 2.2. The Selected Agency shall not, without the Purchaser's prior written consent, disclose any documents including (soft and hard copies), plan, report, findings, data, plans, specifications, process definitions/details and copies, thereof furnished by the Purchaser as well as all deliverables (hard and soft copies) including but not being limited to methodologies, frameworks, models, plans, process documentation, program specifications etc. to any person other than a person employed by the Selected Agency in performance of the services under the Tender.

3. Intellectual Property Rights

- 3.1. Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Selected

Agency solely during the performance of Services and for the purposes of interalia use or sub-license of such Services under this Contract. The Selected Agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

- 3.2. Notwithstanding anything to the contrary contained herein, the Selected Agency will defend, indemnify and hold harmless the Purchaser against any suit or claim brought by a third party that the possession or use of the software, programs, firmware and hardware, materials or documents infringes such third parties intellectual property rights or is a misuse of its Confidential Information.

4. Insurance for key Personnel

4.1. Accident or Injury to personnel provided on Temporary Staffing

- The Purchaser shall not be liable for or in respect of any damages or compensation payable to any personnel provided on Temporary Staffing to the Purchaser by Selected Agency other than the death or injury resulting from any act or default of the Purchaser. The Selected Agency undertakes to indemnify and keep indemnified the Purchaser against all such damages and compensation and against all such claims proceedings, damages, costs, charges and expenses (including reasonable legal costs) whatsoever in respect thereof or in relation thereto.

5. Scope of work

- 5.1. Scope of the Work shall be as defined in the Tender.

6. Binding Clause

- 6.1. All decisions taken by the Purchaser regarding the processing of the Tender shall be final and binding on all parties concerned.

7. Conflict of Interest

- 7.1. The Selected Agency will be barred from participating in any Bid Process (downstream activities) falling within the Scope of Work / assisted by the Selected Agency or its personnel, till the duration of their Contract with the Purchaser in the State/UT in which the Selected Agency is providing its services under this Contract. The Selected Agency would not be barred from executing existing projects for which it is already selected within the State/UT, however it would be barred from any future projects / Bid Process (downstream activities) falling within the Scope of Work / assisted by the Selected Agency or its personnel, till the duration of their Contract with the Purchaser.

8. Term and Extension of Term

- 8.1. The term under this Contract will be for a period of 9 months which shall start from day of signing of the Contract.
- 8.2. If required by the Purchaser, an extension of the term can be granted to the Selected Agency. The final decision will be taken by the Purchaser in mutual consultation with the DIT, GoI.
- 8.3. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Selected Agency, at least 1 month before

the expiration of the term hereof, whether it will grant the Selected Agency an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.

- 8.4. Where the Purchaser is of the view that no further extension of the term be granted to the Selected Agency, the Purchaser shall notify the Selected Agency of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Selected Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.

9. Termination of Contract

- 9.1. The Purchaser may, terminate this Contract by giving the Selected Agency a 1 (One) month prior and written notice indicating its intention to terminate the Contract if the term of Contract expires.
- 9.2. The Purchaser may, terminate this Contract by giving the Selected Agency a 15 (fifteen) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
- 9.2.1. The Purchaser is of the opinion that there has been such event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
- 9.2.2. The Selected Agency has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
- 9.2.3. Where it comes to the Purchaser's attention that the Selected Agency is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of the Tender and this Contract or has without authority acted in violation of the Terms and Conditions of the Tender and has committed breach of Terms of the Contract in best judgment of the Purchaser.
- 9.2.4. In the event of the quality of Temporary Staffing Personnel and/or services as per the Scope of Work under the Tender and the Contract with the Purchaser not found acceptable by the Purchaser.
- 9.2.5. The Selected Agency has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by it.
- 9.2.6. The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Purchaser.
- 9.2.7. The Selected Agency has been declared insolvent/bankrupt.
- 9.3. Consequences of Termination
- 9.3.1. The Purchaser shall have the right to carryout the unexecuted portion of work either by itself or through selecting other Empanelled Agency.
- 9.3.2. In the event of termination of this Contract, pursuant to Clause 9.1 and 9.2 above, Purchaser shall be entitled to impose any such obligations and

conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.

- 9.3.3. In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by the Purchaser, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by the Purchaser.
- 9.3.4. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Selected Agency for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Selected Agency as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Selected Agency.
- 9.3.5. The Purchaser may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other person or persons to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Empanelled Agencies or other persons employed for completing and finishing or using such deliverables.
- 9.3.6. In the event of termination of this Contract consequent to the expiry of the term of Contract or due to the termination of Contract initiated by the Selected Agency prior to the stipulated term of Contract, the Selected Agency is obliged to transfer the legal ownership of such deliverables to the Purchaser that are deployed or used for a total consideration of Re. 1/- (Rupee One only), at the time of such termination of this Contract.
- 9.3.7. When the Contract is terminated by the Purchaser for all or any of the reasons mentioned above, the Selected Agency shall not have any right to claim compensation on account of such termination.

10. Indemnity

- 10.1. The Selected Agency shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- a) Any negligence or wrongful act or omission by the Selected Agency or any third party associated with Selected Agency in connection with or incidental to this Contract or;
 - b) Any breach of any of the terms of the Tender and this Contract by the Selected Agency, the Selected Agency's Team or any third party

c) Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof

10.2. The Selected Agency shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.

11. Limitation of Liability towards the Purchaser

11.1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

11.2. Except in the case of Gross Negligence or Wilful Misconduct on the part of the Selected Agency or on the part of any person acting on behalf of the Selected Agency executing the work or in carrying out the Services, the Selected Agency, with respect to damage caused by the Selected Agency including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Selected Agency may be entitled to receive from any insurance maintained by the Selected Agency to cover such a liability, whichever of (A) or (B) is higher. For the purposes of this Clause, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

11.3. This limitation of liability stated in this Clause, shall not affect the Selected Agency's liability, if any, for direct damage by Selected Agency to a Third Party's real property, tangible personal property or bodily injury or death caused by the Selected Agency or any person acting on behalf of the Selected Agency in executing the work or in carrying out the Services.

12. Change Orders

12.1. The Purchaser may at any time, by written order given to the Selected Agency, make changes within the general scope of the Contract in any one or more of the following:

- Profile of personnel required as part of the SeMT
- Base location for work as SeMT
- The no. of personnel to be supplied as SeMT

12.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Selected Agency's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Value or delivery schedule, or

both, and the Contract shall accordingly be amended. Any claims by the Selected Agency for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Selected Agency's receipt of Purchaser's Change Order.

12.3. Procedure of Change Orders

12.3.1. Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser.

12.3.2. In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.

12.3.3. In either of the two cases as explained in Clause 12.3.1 and Clause 12.3.2 above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.

12.3.4. If it is mutually agreed that such requirement constitutes a "Change Order" then the Selected Agency will study the revised requirement and assess subsequent schedule and cost effect, if any.

12.3.5. If Purchaser accepts the implementation of the Change Order in writing, then the Selected Agency shall commence to proceed with the enforcement of the Change Order.

12.3.6. In case, mutual Agreement under Clause 12.3.4 above, i.e. whether new requirement constitutes the Change Order or not, is not reached, then the Selected Agency in the interest of the works, shall continue providing Services as defined under the Tender. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept in accordance with the Contract.

12.3.7. The Selected Agency shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no Agreement is reached between the Purchaser and Selected Agency within 30 days after Purchaser's instruction in writing to carry out the change concerning all matters described above, either party may refer the dispute to the 'Management Committee' comprising of senior officials from the DIT, Purchaser and the Selected Agency.

13. Delays in the Selected Agency's Performance

13.1. Performance of the Services shall be made by a Selected Agency in accordance with the Service Levels as specified in Clause 20.6 of this Contract and other requirement as specified in the Tender.

13.2. If at any time during performance of the Contract, the Selected Agency should encounter conditions impeding timely performance of Services, the Selected Agency

shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Selected Agency's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Agency's time for performance with or without a Penalty, in which case the extension shall be ratified by the involved parties by amendment of the Contract.

14. Force Majeure

- 14.1. Any delay in or failure of the performance shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as acts of god or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, terrorist activities, military operations, riots, epidemics, civil commotions, strikes etc. The Selected Agency shall keep records of the circumstances referred to above and bring these to the notice of the Purchaser and Department of Information Technology, GoI in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. The decision of the Purchaser arrived at after consultation with the Selected Agency, shall be final and binding. Such a determined period of time will be extended by the Purchaser to enable the Selected Agency to complete the job within such extended period of time.
- 14.2. If a Selected Agency is prevented or delayed from performing any of its obligations under the Contract with Purchaser by Force Majeure, then the Selected Agency shall notify the Purchaser the circumstances constituting the Force Majeure and the obligations of which is thereby delayed or prevented, within **five (5) working days from the occurrence of the events**.
- 14.3. In the event the Force Majeure substantially prevents, hinders or delays a Selected Agency's performance of Services for a period in excess of **five (5) working days** from the occurrence of any such event, the Selected Agency may declare that an emergency exists.
- 14.4. Post the emergency is declared over, the Purchaser will communicate to the Selected Agency to resume normal services within a period of **seven (7) days**. In the event that the Selected Agency is not able to resume services within the next **seven (7) days**, the Purchaser may terminate the Contract and/or obtain substitute performance from an alternate Selected Agency.
- 14.5. Selected Agency will advise, in the event of his having to resort to this Clause, in writing, duly certified by the statutory authorities, the beginning and end of the causes of the delay, within **fifteen (15) days** of the occurrence and cessation of such Force Majeure.

15. Resolution of Disputes between the Purchaser and Selected Agency

- 15.1. The Purchaser and the Selected Agency shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.

- 15.2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Selected Agency have been unable to resolve amicably a Contract dispute, the dispute should be referred to the DIT, Gol for resolution.
- 15.3. If, after thirty (30) days from the commencement of such reference, DIT, Gol have been unable to resolve amicably a Contract dispute between the Purchaser and the Selected Agency, either party may require that the dispute be referred to the Management Committee comprising of Senior Officials from DIT, Purchaser and the Selected Agency.
- 15.4. Any dispute or difference whatsoever arising between the parties (Purchaser and Selected Agency) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which can not be resolved through the process specified in Clause 15.1, 15.2 and 15.3, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.

16. Tender Prices and Taxes

- 16.1. The Selected Agency will have full and exclusive liability for the payment of all taxes and other statutory payments payable under any or all of the statutes/laws/acts etc. now or hereafter imposed. Payment will be made to the Selected Agency after deduction of any applicable Tax / Taxes at source.
- 16.2. Any Official travel to be undertaken for SeMT work as directed by the Purchaser will be borne by the Purchaser.
- 16.3. It is the clear understanding of the Selected Agency that the complete scope as defined or as may be required for the intended objective of the Tender is included in the 'Man Month Rate' by Level. No extra payment apart from the quoted 'Man Month Rate' by Level will be made in order to achieve the intended objectives. Reasons like, Selected Agency having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the Tender but required to be carried out for achieving the intended objective, will not form basis for considering extra payments.
- 16.4. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.

17. No Idle Time Charges

- 17.1. **NO** idle time charges shall be payable by the Purchaser, in any case what so ever.

18. Commencement of Work

- 18.1. **Within 4 weeks** from the date of signing the Contract between the Selected Agency and the Purchaser, the deployed Personnel from Selected Agency shall commence work as SeMT in the State/UT. The date of signing of the Contract document by the Purchaser shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Penalty, if any, for the delay in execution shall be calculated accordingly.

- 18.2. Selected Agency should deploy personnel with requisite skills and experience required for the job as specified under the Tender and as per the requirement released by the Purchaser. The Purchaser will have right to ask for replacement of any person /persons who do not have and/or exhibit sufficient expertise and experience in the required field for the intended job. The replacement has to be to the satisfaction of the Purchaser.
- 18.3. Failure on the part of the Selected Agency to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Selected Agency all losses/ or other damages that may have resulted from such failure.

19. Action and Compensation in case of default

19.1. Conditions for default:

- a) The deliverables at any stage of the project as developed/ implemented by the Selected Agency do not take care of all or part thereof of the Scope of Work as agreed and defined under the Tender and the Contract with the Purchaser.
- b) The deliverables at any stage of the project as developed/ implemented by the Selected Agency fails to achieve the desired result or do not meet the intended quality and objective as required by the Purchaser.
- c) The documentation is not complete and exhaustive.

- 19.2. The Purchaser may impose penalties on the Selected Agency providing the Services as per the Service Levels defined under the Tender document and in this Contract.

20. Provision of Personnel for Temporary Staffing

20.1. General

- 20.1.1. The Selected Agency shall provide such qualified and experienced Personnel as are required to carry out the Services as per the detailed Scope of Work specified in the Tender.
- 20.1.2. Personnel deployed by the Selected Agency as SeMT should EXCLUSIVELY and ONLY be involved in the SeMT operations as defined in the Tender and should NOT be under any circumstances be involved or working for any other projects/assignments, whether of the Selected Agency or any other State Departments, for the duration of the Contract with the Purchaser.
- 20.1.3. If additional work is required beyond the Scope of Work specified in the Tender, estimated periods of engagement of the personnel set forth may be increased by mutual Agreement in writing between the Selected Agency and the Purchaser.

20.2. Deployment of personnel

- 20.2.1. Selected Agency should deploy persons with requisite skills and experience required for the job as specified under the Tender to the satisfaction of the Purchaser.

20.2.2. The Selected Agency shall bear all travel and other costs incurred in deploying the personnel.

20.3. Deployment of personnel

20.3.1. The Selected Agency must deploy the personnel as per the following schedule:

- 4-5 weeks for Principal Consultant in NE States, A&N, J&K
- 3-4 weeks for Senior Consultant and Consultants in NE States, A&N, J&K
- 3-4 weeks for Principal Consultant in ALL other States/UTs
- 2-3 weeks for Senior Consultants and Consultants in ALL other States/UTs

20.4. Replacement of personnel assigned to SeMT:

20.4.1. Removal and/or Replacement of personnel.

- 20.4.1.1. Selected Agency should deploy persons with requisite skills and experience required for the job as specified under the Tender. The Purchaser will have the right to ask for replacement of any person /persons who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of the Purchaser.
- 20.4.1.2. Failure on the part of the Selected Agency to find a suitable replacement as specified in the Service Levels in Clause 20.6 of this Contract shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Selected Agency all losses/ or other damages that may have resulted from such failure.
- 20.4.1.3. Except as the Purchaser may otherwise agree, no changes shall be made in the Personnel provided for Temporary Staffing. If, for any reason beyond the reasonable control of the Selected Agency, it becomes necessary to replace any of the Personnel, the Selected Agency shall forthwith provide as a replacement, a person of equivalent or better qualifications in Agreement with the Purchaser.
- 20.4.1.4. The 'Man Month Rate' by Level applicable for the replacement Personnel shall be the same or lower as of the replaced Personnel.
- 20.4.1.5. The Selected Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- 20.4.1.6. If the Purchaser finds that:
 - (i) any of the Personnel provided for Temporary Staffing has committed serious misconduct or has been charged with having committed a criminal action, or

- (i) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then

The Selected Agency shall, at the Purchaser's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser.

20.5. Exit Policy and Procedures for Temporary Staffing personnel:

20.5.1. At the time of expiry of Contract period, as per the Contract, between the Selected Agency and the Purchaser, the Selected Agency needs to ensure a complete knowledge transfer by their deployed Personnel as SeMTs to the new Personnel replacing them, over a minimum period of 2 (Two) weeks.

20.5.2. All the Personnel provided as SeMTs by Selected Agency, will need to undergo an Exit interview by the Purchaser and fill up an Exit Form, as required under the HR guidelines governing the SeMTs, at the time of their exit.

20.5.3. Confidential Information, Security and Data to the Purchaser: The Selected Agency on the commencement of the exit management period will promptly supply all the following:

20.5.3.1. All information relating to the current services rendered;

20.5.3.2. Documentation relating to any of the State Project's Intellectual Property Rights;

20.5.3.3. Any State Project data and confidential information;

20.5.3.4. All other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to enable Purchaser, to carry out due diligence in order to transition the provision of the Services to Purchaser;

20.5.3.5. All hardware (including laptops, printers, pen drives etc if any) which is a property of the Purchaser.

20.5.4. Before the date of exit of Selected Agency, the Selected Agency shall deliver to the Purchaser all new or up-dated materials from the categories set out in clauses above and shall not retain any copies thereof:

20.6. Service Levels and Penalties:

20.6.1. Selected Agency is expected to meet the following Service Levels in the normal course of carrying out the activities as per the detailed Scope of Work. In case of default on any or all such Service Levels, the Purchaser will reserve the rights to levy Penalties on the Selected Agency.

Service	Expected Service level	Penalty level in case of default
1. Deployment of all personnel for SeMT after signing the Contract with the Purchaser or any subsequent requirement from the Purchaser during the Contract period.	<ul style="list-style-type: none"> ▪ 4-5 weeks for Principal Consultant in NE States, A&N, J&K ▪ 3-4 weeks for Senior Consultant and Consultants in NE States, A&N, J&K ▪ 3-4 weeks for Principal Consultant in ALL other States/UTs ▪ 2-3 weeks for Senior Consultants and Consultants in ALL other States/UTs 	2% of Monthly Payment Due ONLY in the succeeding month.
2. Replacement of personnel at SeMT – At request of Purchaser	Maximum 3 weeks from date of intimation by the Purchaser, including Minimum 1 week of handover time.	2% of Monthly Payment Due ONLY in the succeeding month.
3. Maximum number of replacements over a period of 12 months, in case the replacement is initiated by the Selected Agency and is not in mutual consultation with the Purchaser	<ul style="list-style-type: none"> ▪ Maximum 2 replacement in case the number of SeMT personnel deployed is <10. ▪ Maximum 4 replacements in case the number of SeMT personnel deployed is => 10. 	2% of Monthly Payment Due ONLY in the succeeding month.
4. Replacement time of personnel as SeMT in case the replacement is initiated by the Selected Agency	Maximum 2 weeks after the notice period of the person being replaced begins, followed up with Minimum 1 week of handover time.	2% of Monthly Payment Due ONLY in the succeeding month.
5. Submission of all monthly status reports to the Purchaser	100%	2% of Monthly Payment Due ONLY in the succeeding month.

20.7. Calculation of Penalties:

20.7.1. Penalty would be a percentage of the monthly payment due to the Selected Agency. The penalty percentages applicable for violation of Service Levels are specified in the table above.

- 20.7.2. In situation, where the Selected Agency has incurred a Penalty of equal to or more than **Fifteen (15) % for Three (3) consecutive months** at any time during the Contract Period, the Purchaser reserves the right to either invoke the termination Clause or terminate the Contract altogether.
- 20.7.3. The Purchaser also reserves the right to invoke the Performance Security furnished by the Selected Agency at the time of signing the Contract with the Purchaser, if for any reason stated in the Tender document, the Contract of the Selected Agency is terminated.
- 20.7.4. Total Penalty to be capped subject to **30% of the Monthly payments** at any time of the Contract. In such situation where the total penalty exceeds the above limit of 30% of the Monthly payments at any time of the Contract, the Purchaser reserves the right to invoke termination clause or terminate the Contract altogether.

20.8. Service Levels Change Control

- 20.8.1. It is acknowledged that the Service Levels may change as the SeMT role and responsibilities evolve over the course of the Contract period.
- 20.8.2. Any changes to the Service Level provided during the term of the Contract between the Purchaser and the Selected Agency and as defined in Clause 10.5 above, will be requested, documented and negotiated in good faith by the Purchaser and the Selected Agency. Change in Service Level can be requested by either party (Purchaser or Selected Agency).
- 20.8.3. Upon receiving any revised requirement in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser to gain a better understanding of the requirement.
- 20.8.4. In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.
- 20.8.5. In either of the two cases as explained in Clause 20.8.3 and Clause 20.8.4 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.
- 20.8.6. 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 and Purchaser to confirm a "Change in Service Level" and will be documented as an addendum to this Contract.
- 20.8.7. In case, mutual Agreement is not reached, then the Selected Agency shall continue providing Services under the current Service Levels as defined in Clause 20.6.

20.9. Payment Terms

- 20.9.1. The payment to the Selected Agency shall be made by the Purchaser based on the services provided by the Selected Agency as per the Scope of Work under the Tender and the Contract signed between the Selected Agency and the Purchaser.
- 20.9.2. The payment will be released by the Purchaser as per the 'Man Month Rate' by Level quoted in the Commercial Bid for the Tender.
- 20.9.3. All payments will be made in Indian Rupee.
- 20.9.4. The payment will be made on the Time and Material basis and will be as per the Time Sheet format of each Personnel as agreed upon by the Purchaser and the Selected Agency at the time of signing the Contract.
- 20.9.5. The payment to the Selected Agency will be made on a bi-monthly basis (or as applicable in the State/UT).
- 20.9.6. The Selected Agency shall submit the invoice for payment on a bi-monthly basis (or as applicable in the State/UT), clearly indicating the payment that has been accrued in each month.
- 20.9.7. The Selected Agency shall submit the requisite deliverables and satisfactorily perform work as specified under the Tender to the Purchaser. The requisite payment will be released by the Purchaser upon acceptance of the deliverables and satisfaction with work performed by the Selected Agency.
- 20.9.8. If the deliverables submitted / work performed by the Selected Agency is not acceptable to the Purchaser, payments shall not be released to the Selected Agency. This is without prejudicing the Purchaser's right to levy any Penalties based on the Service levels agreed between the Purchaser and the Selected Agency. In such case, the payment will be released to the Selected Agency only after it re-submits the deliverable / performs work and which is accepted by the Purchaser.
- 20.9.9. In case of early termination of the Contract between the Purchaser and the Selected Agency, the payment shall be made to the Selected Agency as mentioned here with.
- (i) The Selected Agency shall provide the details of Personnel provided for Temporary Staffing as per the Time Sheet during the period from last payment till the date of termination. Based on such details, the payment due will be calculated and paid as per the agreed 'Man Month Rate' by Level.
- 20.9.10. Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle (bi-monthly or as applicable in the State/UT)). These Penalties would be adjusted in the payment due to the Selected Agency in the subsequent month.

Contract Form

THIS AGREEMENT is made on the day of2008 between **State Nodal Agency / State Department of Information Technology, Government of XXX** (hereinafter called "SNA") of the one part and (Name of Selected Agency) (hereinafter called "**the Agency**") of the other part:

WHEREAS

- a) The SNA is desirous that the Selected Agency should provide Temporary Staffing Services as defined under this Tender :
- b) The Agency having represented to the SNA that he has the required Professional Skills, and Personnel, has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them under this Tender.
- 2) The following documents in relation with 'Letter of Requirement' issued for Selection of Agency by SNA and the Tender issued for 'Empanelment of Agencies for providing Temporary Staffing Services for Capacity Building under National e-Governance Plan (NeGP)" - Tender no 8(36)/2008.EGI by Department of Information Technology, Government of India shall be deemed to form and be read and construed as part of this Agreement viz:
 - a) Section I - Invitation for Bids
 - b) Section II - Instructions to Bidders
 - c) Section III – Terms and Conditions
 - d) Section IV - Contents of Bid
 - e) Section V - Scope of Work
 - f) Section VI - Annexure
- 3) The Agency would be Selected for 9 months with SNA from the date of signing of the Contract.
- 4) SNA requires that the Agency must provide professional, objective, and impartial advice and services and at all times hold the SNA's interests paramount, strictly avoid conflicts with other assignments/jobs, downstream projects or their own corporate interests and act without any consideration for future work.
- 5) The mutual rights and obligations of the SNA and the Agency shall be as set forth in the Contract, in particular that the Agency shall carry out the Services in accordance with the provisions of the Contract;

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of State Nodal Agency / State DIT (whichever is applicable)

[Authorized Representative]

For and on behalf of the Agency [Name of the Agency]

[Authorized Representative]