Design of eGov Roadmap, Capacity Building Roadmap & Preparation of DPR
For the State of Tripura

This agreement is made on the ______ day of ______ 2005

BETWEEN
Secretary to the Government of Tripura, Department of Information Technology, having its Office at Agartala, Tripura (herein to referred as the "Secretary IT") who is duly authorized by Government of TRIPURA to execute this agreement, of the first part.

AND
National Institute for Smart Government (NISG) a Company registered under the Companies Act, 1956 having Its Registered Office at B Block, IIIT Campus, Gachibowli, Hyderabad - 500032, AP (hereinafter referred to as "CONSULTANT", which expression hereof includes its successors, administrators and assigns) represented through CEO, who is duly authorized to execute this agreement, of second part.
The Government of TRIPURA intends to design a Roadmap for comprehensive development of e-Government in the State with the objective of providing efficient services to its citizens and businesses and to enhance its internal efficiencies and also to design a plan for building the required capacities – managerial, technological, financial and operational – to support all its initiatives in the area of e-Government. The e-Government Roadmap provides the Vision, Mission, a set of Strategies and a Blueprint for the systematic development of e-Government in the State. The Government has deemed it necessary to engage the services of an expert agency to assist it in the design of the Roadmap, and accordingly, has selected M/s NISG as the consultant for undertaking the responsibility.

Pursuant to the above decision and in consideration of mutual agreements and other valuable consideration, the Parties have agreed as under:

Subject to the scope, deliverables, terms, and conditions stipulated herein, M/s NISG would provide assistance through consultancy services to Government of TRIPURA in preparation of an e-Government Roadmap, Capacity Building Roadmap and a Detailed Project Report, hereinafter collectively referred to as the Project.

NOW THEREFORE THE PARTIES DO HEREBY AGREE AND AFFIRM HERE AS UNDER

2 Statement of implementation, managing and monitoring of Project

Both the parties i.e. SECRETARY IT and CONSULTANT agree that the project shall be implemented, managed, and monitored, subject to the terms mentioned in the Agreement.

3 Definitions

3.1 Agreement

Shall mean this Agreement together with all its appendices and annexures and any amendments thereto made in accordance with the provisions herein.

3.2 Agreement period

Shall mean the period between the date of signing the agreement and the completion of the project.
3.3 Apex Committee (AC)
Shall mean the SeGP (State e-Governance Plan) Apex Committee, headed by the Chief Secretary to the Government of TRIPURA constituted by Government of TRIPURA to provide guidance for implementation of the project.

3.4 Effective Date
Shall mean the date on which the parties sign this agreement.

3.5 Month
Shall mean English calendar month.

3.6 Force Majeure
For the purpose of this agreement, ‘Force Majeure’ shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties’ fault or negligence. Such events may include: war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity, earthquakes.

3.7 RFP
Shall mean Request for Proposals.

3.8 SeMT
Shall mean the State e-Governance Mission Team, constituted by the Government for providing direction and guidance to the e-Government initiatives in the State.

3.9 Other terms used in the Agreement
Any terms used in this Agreement but not defined under this clause shall have the same meaning as assigned to such term under the Information Technology Act, 2000 (as amended from time to time) and the Companies Act, 1956 (as amended from time to time).

4 Scope

It is agreed between the Parties that CONSULTANT will carry out activities of the project as outlined below and more fully described in Annexure 1:

Part 1 — e-Government Roadmap
Part II – Capacity Building Roadmap

Deliverables from CONSULTANT for the three parts are described in Annexure 2. The tentative list of activities to be carried out by CONSULTANT and SECRETARY IT during the implementation of the project are given in Annexure 3. However, these are subject to changes as mutually agreed upon.

5 Role of CONSULTANT

The role of the CONSULTANT, inter alia, includes the following

a. The CONSULTANT shall deploy a team of professionals for conducting meetings, interviews, workshops, surveys and secondary research in furtherance of the objective of meeting the requirements of the scope to the satisfaction of the Government of TRIPURA.

b. The CONSULTANT shall advise the Government appropriately in the matter of conducting the various events required to be held during the course of the project.

c. The CONSULTANT shall deliver draft reports to the Secretary IT, within the timelines committed, to enable a timely sign-off.

d. The CONSULTANT shall strive to ensure that the quality of the documents delivered conforms to the best standards in terms of their precision, accuracy, reliability and usability.

6 Timelines for implementation

The Consultant shall adhere to the timelines specified below for completion of assignment in all respects.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Deliverable</th>
<th>Time for completion from the date of entrustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A1: Design and development of eGovernance Roadmap</td>
<td>10 weeks</td>
</tr>
<tr>
<td>2</td>
<td>A2: Design and development of Capacity Building Roadmap</td>
<td>11 weeks</td>
</tr>
<tr>
<td>3</td>
<td>A3: Preparation of DPR for Capacity Building</td>
<td>12 weeks</td>
</tr>
</tbody>
</table>
The CONSULTANT shall prepare a work plan to conform to the above requirement of timelines, by engaging adequate resources and by undertaking the activities in parallel, so as to complete the project in 12 weeks from the effective date.

The above timelines assume that the Government would give sign-off to the deliverables – final or intermediate- within 10 working days of submission of the same by the CONSULTANT. Time taken by the Government for sign-off beyond 10 days would be excluded from the timeline of the CONSULTANT.

7 Contract Value and Terms of Payment

The parties agree that for providing their professional services for completing the project the CONSULTANT shall be paid an all-inclusive fee of Rs. 13.10 lakhs, which will be paid to CONSULTANT in installments as mentioned below:

<table>
<thead>
<tr>
<th>Event</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advance within 2 weeks of the Consultant taking over of the assignment</td>
<td>10%</td>
</tr>
<tr>
<td>Completion of Deliverables in A1, after sign-off by the Government</td>
<td>30%</td>
</tr>
<tr>
<td>Completion of Deliverables in A2, after sign-off by the Government</td>
<td>30%</td>
</tr>
<tr>
<td>Completion of Deliverables in A3, after sign-off by the Government</td>
<td>30%</td>
</tr>
</tbody>
</table>

The amount specified above is inclusive of all taxes, duties and expenses to be incurred by the Consultant. In addition, in case the NISG employees are required to visit your state during the course of the engagement, we will be charging the out of pocket expenses (OPEs) for travel and accommodation at the actual cost, subject to a maximum of Rs. 1 lakh.

8 Expenses to be met by Government

The expenses in connection with the following items of work shall be met by the Government of TRIPURA:

a. Expenses for holding the following events:
   a. Meetings of the Apex Committee
   b. Meetings of the State e-Governance Mission Team
   c. Meetings of the Stakeholders
   d. Workshops on the e-Government Vision
b. Expenses associated with publication of the vision document, Draft or Final Reports arising out of the project, for creating awareness among the stakeholders.

9 Provisions for Modifications

The parties agree to make suitable amendments, and modifications to this agreement by mutual agreement as necessary, provided that no modification, amendment or variation of any provision of this agreement shall be effective unless the same has been approved in writing by each of the parties. Any reference to this agreement shall be construed as a reference to such agreement, as the same may from time to time be amended, varied, modified, supplemented.

10 Access to Files/Data/Reports, information pertaining to the project

SECRETARY IT shall wherever required, grant or procure from concerned competent authorities the necessary consents, approvals, authorizations, clearances as may be required from time to time for the implementation of the Project.

SECRETARY IT shall provide to CONSULTANT, documents/information/reports as may be required, in the English language, to enable it to undertake the tasks relating to the project. For this purpose, the Consultant shall provide the Secretary IT, a list, along with citation, of the documents/information/reports sought from the Government. The SECRETARY IT shall arrange to furnish the same within a period of 7 working days.

11 Confidentiality

All proprietary information, correspondence and documentation etc., exchanged among CONSULTANT and SECRETARY IT in relation to managing and monitoring the implementation of the Project and the performance of tasks by CONSULTANT shall be treated as confidential and privileged by the Parties and disclosed only to their respective officers or members of committees on a need-to-know basis.

CONSULTANT shall treat all information provided to it or obtained otherwise in connection with the Project or its implementation as confidential and not use the same partially or totally for any purpose other than that of the agreement without the prior written approval of SECRETARY IT.
SECRETARY IT may use the information and deliverables provided by CONSULTANT in connection with the project, in any appropriate manner as deemed fit, for the purpose of furtherance of the e-Government initiative.

Provided that the confidentiality shall be subjected to the provisions of RTI Act 2005

12 Informal dispute resolution

The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

13 Dispute Resolution between CONSULTANT and SECRETARY IT

In the event of any differences between the parties to this agreement, such differences shall be referred to arbitration by any person or entity nominated and appointed by CONSULTANT and SECRETARY IT. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in the English language and be held in Agartala. The award of the arbitrator shall be final, conclusive, and binding upon the Parties. Pending the submission of a difference to the arbitrator and thereafter until the final decision of the arbitrator, the parties shall continue to perform all of their obligations under this agreement, without prejudice to a final adjustment in accordance with such decision.

14 Force Majeure

14.1 CONSULTANT shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of force Majeure as defined in the definition clause 2

14.2 If a force majeure situation arises, CONSULTANT shall promptly notify to SECRETARY IT in writing of such conditions and the cause thereof. Unless otherwise
directed by SECRETARY IT in writing, CONSULTANT shall continue to perform its obligations under this agreement, as far as it is reasonably practical.

15 Communication of Notice

Any notice under this agreement shall be in writing and shall either be delivered personally or sent by registered post, telex, facsimile transmission, electronic mail or other means telecommunication in permanent written form. The addresses and members for service of notice shall be given to the Parties at their respective addresses set forth below:

CONSULTANT: CEO, National Institute for Smart Government (NISG), B Block, IIIT Campus, Gachibowli, Hyderabad - 500019, AP

SECRETARY IT: Secretary (Information Technology), ................, Agartala, TRIPURA

16 Jurisdiction

This agreement shall be governed by and construed by in accordance with the laws of India and the Courts of Tripura shall have jurisdiction.

17 Annexures to the agreement

The parties agree that the Annexures to this agreement form a part of this agreement and will be in full force and effect as though they were expressly set out in the body of this agreement.

18 Termination

It is expressly agreed between the parties that a formal notice/intimation is sent to the other party stating the reasons for termination of the contract.

19 Tenor of Agreement

The Parties agree that this agreement shall come into force on the date it is executed and shall subsist until completion of the Project.
The Parties agree to be bound by the terms and conditions of this agreement in witness whereof they have signed it through their authorized representative on this ................................

For and on behalf of CONSULTANT

_for signature

CEO, NISG

Date:
Place:

Witnessed by

1. [Signature] (PYUSH GUPTA)
2. [Signature] (SAYANJIT SARKAR)

For and on behalf of Government of TRIPURA

_for signature

SECRETARY IT

Date:
Place:

Witnessed by

1. [Signature] (Dr. S.S. JAIN)
2. [Signature] (SALIL DAS)
Annexure 1
Terms of Reference of the Consultant & Scope of the Project

A1: Design and Development of e-Governance Roadmap

The development of e-Government Roadmap consists of 3 components

a) Vision, Mission and objectives of e-Government
Vision describes the essence of the e-Government scenario as visualized, say, 5 years from now, in terms of the major outcomes and their positive impact on the stakeholders.
It may also contain a targeted benchmark objective vis-à-vis peer entities, in terms of relative ranking on e-Government.
This vision is to be adopted by all the stakeholders and thus will become the shared vision that will drive all the downstream initiatives.

b) e-Government Strategy
Strategy describes in a formal way, how the Vision will be achieved.
It will take into account all key objectives, means of achieving the objectives, target groups, target services and other inputs/resources required, consider the options available as well as best practices and define an internally consistent set of options, covering each of these elements, that will lead to realization of the Vision.

c) eGov Blueprint
Blueprint is a depiction of the outcomes of visioning and strategic planning processes, setting out the big picture of the key target areas of e-Government initiative and their relationships.
Its essential use is as a communication tool that hides the complex details of the internal workings of the initiative and provides a snapshot of the approach, to which all the stakeholders can relate to.
The Scope of the work of the Consultants is to design the eGovernment Roadmap consisting of the above 3 components.
A2: Design and Development of Capacity Building Roadmap

Capacity Building Roadmap is a document that enables development or sourcing of the human resources required to design, develop and implement large-scale e-Government Program and projects and to sustain these capacities. The capacities can be internal or external as appropriate and possible. The Capacities are to be built in individuals and in institutions. Even new institutions can be contemplated as e-Government is relatively new discipline.

The Scope of the Design of Capacity Building Roadmap includes

- Assessment of the existing capacities – individual and institutional
- Assessment of the capacity needs for the State eGovernment Plan
- Suggesting a concrete Plan for undertaking CB Initiatives in a sustainable manner
- Making recommendations on the strategies and methodologies to be adopted for implementation of the CB Plan

A3: Preparation of DPR for Capacity Building Roadmap

The State Government needs to prepare a Detailed Project Report (DPR) indicating the requirement of Funds for undertaking the Capacity Building exercise over a 3-year period. The DPR has to be submitted to the Government of India for assistance.

The Scope of the Preparation of the DPR includes

- Assessment of the financial requirement for implementation of the CB Plan
- Assessment of the resources available, including external aid for such CB programs
- Preparation of a Business Plan for implementation of the CB Plan.
Annexure 2

Deliverables from CONSULTANT to the Government

Deliverables of A1: Design of e-Government Roadmap

1. e-Government Vision and Mission
2. e-Government Strategy consisting of
   i. List of Core Applications that are common across the Government
   ii. List of Integrated Applications that cut across several departments and agencies
   iii. List of Prioritized services in G2C, G2B, G2G and G2E segments
   iv. Definition of Services and Service Levels
   v. Strategy for Service Delivery Channels – covering the requirements of Urban and Rural areas
   vi. High-level architecture for the State Information Infrastructure
   vii. High-level approach to Government Process Re-engineering
   viii. Resource Models, including
        - PPP models
        - Service Charges/ user charges
        - State e-Governance Plan including phasing of its implementation
3. Design of e-Government Blue-print, consisting of 3 layers- functional layer, interdependency layer and geographical layer.

Deliverables of A2: Design of Capacity Building Roadmap

1. Report on the requirement of the nature and size of Capacities at various levels – Strategy, Program and Project levels- for implementation of the State e-Government Plan.
2. Program Management Structure proposed for Institutional Capacity Building, State Level for over all Program management, and department level for projects, Defining Roles & responsibilities, Skills/capacity required for SeMT
3. Strategy for leveraging private sector resources for consultancy
4. Strategy for Institutional capacity building for existing Government training institutions
5. Overall training strategy. In developing the training strategy, the consultant is required to determine whether training is needed; determine causes of poor performance; determine content and scope of training; determine desired training outcomes; provide a basis of measurement and a plan for gaining management/administration support.

6. Mechanisms for augmenting capacity using various options of internal sourcing or external sourcing, and the time frames.

7. Training calendar for the State and for different set of stakeholders.

8. Personal development policy to encourage employees to take-up training programs.

9. Resource Strategies and Plans including
   a. Budget requirements and forecasts
   b. Sources of funds and other resources

10. Strategy for Resource mobilization

<table>
<thead>
<tr>
<th>Deliverables of A3: DPR</th>
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<tbody>
<tr>
<td>1. Executive Summary of the eGovernment Roadmap</td>
</tr>
<tr>
<td>2. Executive Summary of the Capacity Building Roadmap</td>
</tr>
<tr>
<td>3. Estimated cost of implementing the Capacity Building Roadmap</td>
</tr>
<tr>
<td>4. Phasing of the effort and cost of the implementation of the CB Roadmap.</td>
</tr>
</tbody>
</table>

The consultant has to adopt the formats to be prescribed by the DIT Government of India or the State Government for preparation of the DPR.
Annexure 3

List Of Activities to be undertaken during Project Implementation

Activities to be undertaken by the Consultant

**A1: Development of an e-Governance Roadmap Activities**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Conducting Secondary Research including study of documents provided by DIT/ NISG / State Government, more particularly, the e-Readiness Report 2004, the State's Budget and Plan Documents for the FY 2005-06</td>
</tr>
<tr>
<td>b.</td>
<td>Meeting with 10 key policy-level functionaries at Political and Administrative Levels to understand their vision on the State's Development goals and priorities - and the strategic role that e-Government can play in achieving those goals and priorities</td>
</tr>
<tr>
<td>c.</td>
<td>Conducting a Workshop involving key officials, like the Secretaries, Heads of important Departments and stakeholder groups</td>
</tr>
<tr>
<td>d.</td>
<td>Review of State Government’s e-Governance Policy, if any</td>
</tr>
<tr>
<td>e.</td>
<td>Conduct a dip stick study of the indicative 30 State Government departments</td>
</tr>
<tr>
<td>i.</td>
<td>to understand the mission, objectives and functions of the departments</td>
</tr>
<tr>
<td>ii.</td>
<td>to identify the services offered to the citizens and businesses</td>
</tr>
<tr>
<td>iii.</td>
<td>to assess the scope for a significant improvement in the nature and quality of services offered by the departments</td>
</tr>
<tr>
<td>iv.</td>
<td>to identify the potential benefits to the citizens, businesses and Government for initiating e-Governance projects in the departments</td>
</tr>
<tr>
<td>v.</td>
<td>to understand the human capacities available and the existing gaps therein</td>
</tr>
<tr>
<td>f.</td>
<td>Conduct a Summary Assessment of all the State-wide e-Government and computerization projects and initiatives implemented in the State and those in the pipeline to appreciate</td>
</tr>
<tr>
<td>i.</td>
<td>Whether those legacy applications / projects fit in the overall priorities of the State’s Development goals in general and its e-Governance Plan in particular</td>
</tr>
<tr>
<td>ii.</td>
<td>Whether those applications conform to interoperable standards and are sustainable</td>
</tr>
<tr>
<td>iii.</td>
<td>What high-level interventions are needed to be made to ensure that these applications are aligned to the State’s Development goals.</td>
</tr>
</tbody>
</table>
g. Study the existing Institutional capacities for undertaking major e-Government initiatives, including specifically the study of the following institutions
   i. IT Department of the State
   ii. Specialized IT Agency, if any
h. Assessment of the state of Information Infrastructure available like Wide Area Networks, Data Centre and Disaster Recovery Centre

A2: Development of a Capacity Building Roadmap Activities

a. Analyze the strengths and weaknesses of the existing institutions (institutional structure) mandated to plan and implement e-Governance Initiatives. This would include:
   i. Command, control and reporting mechanism of e-Governance initiatives in the state
   ii. Interface with key government decision-making bodies in the State
   iii. Interface with individual project/ component teams/ structures at the State Government level and the department level
   iv. Mechanisms to ensure integration, consistency and coordination across and within projects and components
   v. Institutionalizing processes and tools for effective management of e-Governance initiatives
b. Assessment of the capacity requirements of the State Nodal Agency, SeMT.
c. Training Need Analysis (TNA) for all the Departments being covered under the State e-Governance Roadmap, at the level of Political, and Administrative Policy-making.
d. Review of the strengths and weaknesses of the existing Government training institutions, like State Administrative Training Institute, Institutes of Training in the areas of Education, Rural Development, Health, etc. which will fall under the preview of providing e-Government training. The would include:
   i. Assessment of the organizational motivation for training and consultancy services in the domain of e-Government. This includes the extent to which the mission and mandate of the organization support the e-Government training and consultancy services.
   ii. Assessment of its organizational capacity. This includes leadership for
supplying, infrastructure, faculty members, outreach to other organizations, curriculum content, administrative systems, and organizational structure for the delivery of e-Government training and consultancy services.

iii. Identification of the type and amount of training the institution currently provides in e-Government related areas

iv. Assessment of the degree to which the organization systematically conducts self-evaluation of its training.

v. Assessment of the e-Governance skills and experience of faculty and staff, based on their curricula vitae and on evaluations, research reports, and other reports to which they have made an identified contribution.

vi. Assessment of the quality of training facilities, including the extent of reliable access to computers and distance learning facilities.

vii. Assessment of the reach of the organization in different regions of the State.

viii. Assessment of the extent to which the organization already collaborates with other organizations in the provision of training.

ix. Consultation with key stakeholders and client organizations to ascertain their judgment concerning the strengths and weaknesses of the organization.

x. Review of the State training policy with respect to the Institutions.

A3: Preparation of the DPR Activities

a. Interactions with the Finance Department
b. Interactions with the Planning Department
c. Interactions with the IT department
d. Examination of the latest Budget and Plan Documents
e. Assessment of the feasibility of PPP Models for e-government initiatives
### Activities to be undertaken by the Government & Secretary IT

<table>
<thead>
<tr>
<th></th>
<th>Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Constituting the Committees (Apex Committee and SeMT) and the Task Force</td>
</tr>
<tr>
<td>b</td>
<td>Convening of the meetings, workshops as needed in terms of the Agreement</td>
</tr>
<tr>
<td>c</td>
<td>Coordinating with the various departments and agencies to ensure that the information sought by the Consultant is provided to them in the agreed time frame.</td>
</tr>
<tr>
<td>d</td>
<td>Ensuring timely sign-off of the deliverables submitted by the consultants</td>
</tr>
<tr>
<td>e</td>
<td>Providing strategic direction and inputs to the project.</td>
</tr>
<tr>
<td>f</td>
<td>Ensuring payments to the consultant as per the terms of payment</td>
</tr>
</tbody>
</table>