

**REQUEST FOR PROPOSAL (RFP) FOR
DESIGN, DEVELOPMENT AND IMPLEMENTATION OF
CUSTOMER/CITIZEN CENTRICITY PROJECT**



e-GOVERNANCE SERVICES INDIA LIMITED

CSC e-Governance Services India Ltd. (CSCSPV)

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New Delhi - 110020

DISCLAIMER

CSCSPV issues this RFP document for a service contract towards selecting a firm to design, develop and implement the Customer / Citizen Centricity Program for CSCSPV.

Whilst the information in this RFP has been prepared in good faith, and to the best of knowledge of the CSCSPV, the information contained in this RFP is indicative.

Each Party must analyse the information in this RFP to correct any inaccuracies and is advised to carry out its due diligence into the proposed Project. Each Party must conduct its analysis of the regulatory regime which applies thereto and by, and all matters pertaining to the proposed Project and seek its professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the proposed Project. Neither the CSCSPV, its officers, employees, their advisers, or firms shall be responsible for any direct or indirect loss or damage arising out of or for the use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, estimates and projections with respect to the proposed Project. Such statements, estimates and projections reflect various assumptions made by the management, officers, employees and firms, which (the premises and the base information on which they are made) may or may not prove to be 100% accurate. No representation or warranty is given to the reasonableness of the projections or the assumptions on which they may be based. Nothing in this RFP is or should be relied on as a promise, representation or warranty. CSCSPV shall be the sole and final authority concerning qualifying a bidder through this RFP. The decision of CSCSPV in selecting the Firm that qualifies through this RFP shall be final, and CSCSPV reserves the right to reject any or all the bids without assigning any reason thereof. CSCSPV further reserves the right to negotiate with the selected agency to enhance this project's value and create a more amicable environment for the smooth execution of the project. CSCSPV may terminate the RFP process at any time without assigning any reason and upon such termination. CSCSPV shall not be responsible for any direct or indirect loss or damage arising from such a termination.

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ABBREVIATIONS

Abbreviation	Full Form
BG	Bank Guarantee
CSC	CSC e-Governance Services India Ltd.
Col	Certificate of Incorporation
CVC	Central Vigilance Commission
DD	Demand Draft
DVD	Digital Video Disk
EMD	Earnest Money Deposit
GST	Goods and Services Tax
GSTIN	Goods and Services Tax Identification Number
INR	Indian National Rupee
MSA	Master Service Agreement
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PDF	Portable Document Format
PSU	Public Sector Undertakings
QCBS	Quality-cum-Cost based Selection

DEFINITIONS

The following terms, wherever used, will have the following meanings (unless the context otherwise requires):

- **“Agreement or MSA or Draft Agreement”** means this agreement together with all the Schedules and the contents and specifications of RFP document and in all the attached schedules and any addendums, corrigendum issued and shall include any modifications, alterations, additions or deletions thereto agreed between the Parties in writing after the date hereof in terms of this Agreement.
- **“Contract”** is used synonymously with agreement.
- **“Authorized Representative of the bidder”** shall mean any person(s) authorized by the bidder to represent bidder’s interest for this project.
- **“Bidder”** means any organization or firm or company offering the solution(s), service(s) and/ or materials asked for in this RFP. The word Bidder, when used in the pre-award period, shall have the same meaning as Bidder, and when used post declaration of the successful bidder, shall mean the successful bidder, also called ‘Firm’, with whom ‘CSCSPV’ will sign the Contract.
- **“Deliverables”** means the products, infrastructure, and services agreed to be delivered by the Firm in pursuance of this agreement to deliver the scope of work elaborated in the RFP document, including all associated documentation.
- **“Performance Guarantee” or “Performance Bank Guarantee”** shall mean the guarantee provided by a Nationalized Bank/Scheduled Bank to CSCSPV on behalf of the successful Bidder for the amount specified in “Payment Terms and Schedule”.
- **“Party”** shall mean CSCSPV or Bidder individually, and **“Parties”** shall mean CSCSPV and Bidder collectively.
- **“Rates/Prices”** means prices of supply of equipment and services quoted by the Bidder in the Commercial Bid submitted by him and/or mentioned in the Contract.
- **“Services”** means the work to be performed by the successful pursuant to this Contract, as detailed in the Scope of Work of this RFP document.
- **“Bid”** shall be used synonymously with **“Proposal”** and shall mean an offer by the bidder in response to this RFP to fulfil the requirements of the CSCSPV.

CHAPTER-I

INTRODUCTION ABOUT THE PROJECT/SERVICE

CSCSPV issues this RFP for a service contract to select a bidder for the design, development and implementation of the Customer/ Citizen Centricity Programme for CSCSPV.

The primary objective of this RFP is to seek proposals from the bidders. Through this, CSCSPV shall select a bidder with capabilities to “Design, develop and implement a Customer/ Citizen Centricity Programme for CSCSPV.”.

CSCSPV looks forward to implementing the work outlined in this RFP per the industry's best practices. The RFP intends to bring out the details concerning the scope of work deemed necessary to share with the interested bidders.

CSCSPV has a network of more than 5.5 lakh VLEs (Village Level Entrepreneurs) who are the access points for delivery of essential public utility services, social welfare schemes, healthcare, financial, education, agriculture services, etc., to citizens primarily in rural and remote areas of the country. Being the face of the Government and catering to millions of people in India, it focuses on developing a sustainable CSC network through the VLEs, who should also become self-sustainable as an entrepreneur. To improve the Citizen Interface, CSCSPV endeavours to enhance the engagement capacities of initial ~1() lakh VLEs through Capacity Building Programmes by roping in reputed agencies known to have delivered excellent results in the field.

CHAPTER-II

SCOPE OF WORK, DELIVERABLES AND PROJECT TIMELINES

A. SCOPE OF WORK

1. This project's scope includes the design, development, delivery/deployment and satisfactory implementation of a Customer/ Citizen Centricity Programme for Village Level Entrepreneurs (VLEs) associated with Common Service Centers (CSCs). The exercise aims to:

(i) Improve the quality of citizen interactions leading to better citizen outcomes.

(ii) Improve business outcomes of the 1 lakh VLEs selected under this intervention

2. This intervention is to be delivered in 2 phases:

Phase 1: Karmayogi VLE Intervention for 1(One) lakh VLEs – A large-scale intervention to enhance citizen orientation & motivation for business growth using CSC services.

Phase 2:

Part A - Business Counselling Intervention for 1 (One) lakh VLEs to help them strengthen their business viability through CSC services. This intervention aims at empowering the CSC district teams to support the VLEs in their district.

Part B - Citizen Solutions Intervention to help CSC users (citizens) utilize and benefit from the wide range of CSC products & services available through VLEs (to be done for 1 (One) lakh VLEs)

B DELIVERABLES

The bidder shall deliver the below-listed deliverables to CSCSPV as part of an assurance to fulfil the obligations under the contract of this RFP. The List of the deliverables given below may not be exhaustive, and the Bidder is responsible for providing all those deliverables which may be specified in this RFP but not listed here and those proposed by the bidder in their proposal in response to this RFP.

Phase 1

1. Research report to be the basis for the design of the citizen centricity program for VLEs
2. Development of a 1-day program for VLEs aimed at customer centricity cum business growth duly considering the inputs from the research results and report thereon. The program content, relevant documents and relevant MIS reports shall be submitted to CSCSPV. The content should be made available in Hindi, English and four other selected Indian languages for this training. Where physical materials

needs to be used in face-to-face interactions, the digital copy of the materials will be provided to CSCSPV for replication by CSCSPV as per its requirement.

3. The bidder shall help in the capacity building of 1500 Master Trainers (to be selected by CSCSPV) through a 3-day offline program.
4. High quality deployment is critical to the success of the intervention. The bidder is expected to play an active role in this phase. Support expected should cover the following (though not limited to):
 - a. Work closely with all the relevant stakeholders in CSC across the country to keep them updated of the status of implementation on the ground.
 - b. Quality in such a large-scale intervention is prone to fall. Therefore, one of the key roles of the bidder during deployment is to ensure that the trainer quality is continuously monitored. Remedial action is taken on a real-time basis in case of a drop-in quality of any of the 1500 Master Trainers.
 - c. The quality of the learning of participants is tracked to ensure that learning outcomes are achieved.
 - d. Master Training locations to be preferably at State headquarters, to be arranged by CSCSPV.
 - e. Master Training batch to consist of 30 participants per batch.
5. Deployment support during training of 1 lakh VLEs by the selected Master Trainers at District level. This involves monitoring of the trainer delivery quality and effectiveness.
6. Assessment of each VLE and their certification through appropriate digital means.
7. Design & develop impact assessment model/modules consisting of baseline and end line studies for target staff to measure the impact on i) Citizen Trust, ii) Overall CSC Business results. Actual study and analysis will be done by an independent agency selected by CSC.
8. Design, development and deployment of a mechanism for sustainability of the initiative. This should be made available in Hindi, English and four other selected Indian languages.
9. Data analytics on the progress and performance of Master Trainer, Trainees and training batches. Analytics dashboard should provide a view at different levels for pro-active steps to be taken.

Phase 2: Part A

1. Research report to be the basis for design of customized business counselling solution.
2. Design and testing of a prototype solution (which District teams can use with VLEs to help them improve their business)
3. Scalable build of the solution which should have the following features

- a. Be scalable to 1 lakh VLEs spread out across the country
 - b. Be available in Hindi, English and four other selected Indian languages
4. Deployment support for six months to 1 lakh VLEs.
5. AI based data analytics support for trainers and VLEs. Analytics dashboard should provide a view at different levels for pro-active steps to be taken.

Phase 2: Part B

1. Research report to be the basis for design of customized citizen solutions
2. Design and testing of a prototype solution (for VLEs to help CSC citizens utilize and benefit from the wide range of products & services)
3. Scalable build of a solution which should have the following features:
 - a. Be scalable to 1 lakh VLEs spread out across the country
 - b. Hindi, English and four other selected Indian languages
4. Deployment support for six months to 1 lakh VLEs.
5. AI based data analytics support for trainers and VLEs. Analytics dashboard should provide a view at different levels for pro-active steps to be taken.

Deliverable Sign-off

The bidder, where requested, shall explain the deliverables to CSCSPV and provide clarifications to their queries. All the responsibilities with respect to the requirements in the RFP or the CSC e-Governance Ltd.'s processes will be the bidder's responsibility. Any gap that is found in a deliverable with respect to the above, even after the sign-off, will have to be addressed by the Bidder without any additional cost to CSCSPV

Note 1. The deliverables or modules (to be implemented as part of the solution that has been listed) reflect the areas to be addressed rather than the specific deliverables or modules to be implemented as part of the Solution. So, the bidder must assess the deliverables/modules to be designed within the proposed Solution, as detailed in the scope of work. However, any changes to the assumptions of the bidder in terms of the deliverable/modules, as long as the processes remain the same, will not be treated as a change in scope.

2. The work plan that the bidder shall submit as part of the bid documents shall lay down how the bidder proposes to design, develop and implement the required solution under the scope of work laid down in Chapter II of this RFP document, elucidating his approach to the above-listed deliverables.

C) **PROJECT TIMELINES AND IMPLEMENTATION FRAMEWORK**

Phase 1: Karmayogi VLE Intervention for 1(One) lakh VLEs

Sub-phase	Timeline
Research report	To be carried out within 42 days from the date of issue of Letter Of Acceptance (LOA) by CSCSPV
Program design & development English and Hindi	To be completed within 90 days from date of issue of Letter of Acceptance (LOA) by CSCSPV
Program design & development in other 4 languages	To be completed within 150 days from date of issue of Letter of Acceptance (LOA) by CSCSPV
Capacity Building of 1500 trainers	To be completed within 210 days from date of sign-off of the program design by CSCSPV
Deployment support during training of 1 lakh VLEs	To be completed in 240 days .
Design & develop an impact assessment model for VLEs to measure the impact on i) Citizen Trust, ii) Business results.	To completed within 60 days from the date of issue of Letter of Acceptance (LOA) by CSCSPV (<i>Note: Actual conduct of the study will be done by an independent third party, post program</i>)
Design and develop a mechanism for sustainability of the initiative (in all 6 languages)	To be completed within 180 days from the date of issue of Letter of Acceptance (LOA) by CSCSPV.
Deploy the sustainability solution	To be completed within 330 days from the date of issue of Letter of Acceptance (LOA) by CSCSPV.

Phase 2: Part-A: Business Counselling Intervention (**Start date: 42 days from date of issue of LOA**)

Sub-phase	Timeline
Research report	To be completed within 120 days from the date of issue of Letter of Acceptance (LOA) by CSCSPV.
Design & testing of a prototype solution in English	To be completed within 150 days from the date of issue of Letter of Acceptance (LOA) by CSCSPV.
Design, development and build of the scalable solution in all 6 languages	To be completed in 270 days from the date of issue of Letter of Acceptance (LOA) by CSCSPV.
Deployment support of the above solution	To be completed in 390 days from the date of issue of Letter of Acceptance (LOA) by CSCSPV.

Phase 2: Part-B: Citizen Solutions Intervention (Start date: 102 days from date of issue of LOA)

Sub-phase	Timeline
Research report	To be completed within 180 days from the date of issue of Letter of Acceptance (LOA) by CSCSPV.
Design & testing of a prototype solution in English	To be completed within 210 days from the date of issue of Letter of Acceptance (LOA) by CSCSPV.
Design, development and build of the scalable solution in all 6 languages	To be completed in 330 days from the date of issue of Letter of Acceptance (LOA) by CSCSPV.
Deployment support of the above solution	To be completed in 450 days from the date of issue of Letter of Acceptance (LOA) by CSCSPV.

Bidder to design a roadmap for the above phases in consultation with CSCSPV to ensure that the above timeline is met.

4. Identification and designation of a core team of personnel for the entire duration of the project

1. The core team personnel shall mean those resources having authority and responsibility for planning, directing and controlling the activities related to design, development, implementation, operating and managing various functionalities of the Customer/Citizen Centricity Programme.
2. No Core team member or Key Personnel shall be changed without prior written consent unless such removal results from an unavoidable circumstance, including but not limited to resignation, termination, medical leave, etc. In such inevitable cases, the outgoing personnel will be replaced by the bidder with personnel of the same or better profile.
3. In case CSC e-Governance Ltd. request that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.
4. The bidder shall ensure to deploy of “the right mix and required number of resources” that will be required to “deliver as per the timelines & Scope of work “as defined in this RFP. However, the bidder must provide mandatorily for a core team of personnel wherein each core team member shall have a demarcated role in the project. The minimum constitution of the core team, along with the required minimum qualification and experience of each core team member, is given below:

SN	Role	Brief Responsibility	Minimum Qualification & Experience
1.	Project Director at the level of Partner/ Director (Overall Team Lead)	Guide and advise CSC e-Governance Ltd. about the progress of the project, potential bottlenecks and ways to address them	<ul style="list-style-type: none"> • Post Graduate/Master's degree/ diploma in Business Administration, Public Policy, Economics, Education, social work or another relevant discipline. • 25 Years of Total experience in consulting/ advisory assignments • 10+ years of relevant experience in managing and coordinating projects related to Mindset Change/ • Skill Development, Capacity Building/ Change Management • Involved in at least three mindset change and capacity-building projects
2.	Project Manager cum Client Engagement Lead	<ul style="list-style-type: none"> • Oversee and supervise the tasks carried out by the team • Coordinate with CSC e-Governance Ltd. Officials/ other stakeholders to ensure the activities are undertaken as planned • Intervention Design - Prepare a detailed implementation roadmap and update it as required • Project Planning & Resourcing - Guide and advise CSC e-Governance Ltd. about the progress of the project, potential bottlenecks and ways to address them • Contract Management Ensure that all activities are aligned with relevant guidelines and are executed as per the timelines agreed 	<ul style="list-style-type: none"> • Post Graduate/Master's degree/ diploma in Business Administration, Public Policy, Economics, Education, social work or another relevant discipline. • 20+ Years of Total experience in consulting/ advisory assignments • 10+ years of relevant experience in managing and coordinating projects related to Mindset Change/ Skill Development, Capacity Building/ Change Management • Experience as Project/Program Manager in at least three Capacity Building/Change Management projects

3	Mindset and behaviour change expert	Ensure that the mindset behaviour challenges associated with Citizen Centricity are well understood and appropriate solution development	Doctorate/Masters in social sciences (preferred) in 10 years of work experience and involved in at least three mindset/ behaviour change projects
4	Business Consultant	Ensure that the business challenges of the VLEs are appropriately solved	<ul style="list-style-type: none"> • Post Graduate/Master's degree/ diploma in Business Administration • 20+ Years of Total experience in consulting/ business assignments
5	Learning and Content Lead	<ul style="list-style-type: none"> • Shall be responsible for leading the Learning solutions and Content design • Some of the deliverables that would be the responsibility of the Learning and Content Lead are <ul style="list-style-type: none"> • Learning Architecture • Program Design • Class Engagement Toolkits • Media Products • Digital Learning Products • Rapid Prototyping 	Postgraduate / Masters degree <ul style="list-style-type: none"> • 15+ Years of Total experience in consulting/ advisory assignments as part of Learning and content • 10+ years of relevant experience as a Learning and Content Lead in Change Management/ Mindset Change project • Experience as Lead Learning and Content Design in at least three Capacity Building/Mindset Change projects.
6	Technology & Analytics Enablement Lead	The responsibilities would include: <ul style="list-style-type: none"> • Intervention Analytics • Audits • Digital Tools • User Engagement Design • Technology Design & Architecture • Prototyping & Testing • Ongoing Support 	<ul style="list-style-type: none"> • B.E. / B. Tech in any discipline • 10+ Years of Total experience in Technology Design & Architecture, Deployment and Testing • 5+ years of relevant experience in analytics/business intelligence role • Experience as Technology & Analytics Enablement Lead in at least three technology-driven interventions

- The bidder must furnish the undertaking on Personnel, as per Annexure X of this RFP document.
- The bidder must furnish the CVs of the core team members as per the format given in Annexure VII.

CHAPTER-III

INSTRUCTIONS TO BIDDERS

1. General:

- (i) Online e-bids are invited through GeM Portal for “ **Outsource of an agency for Design, Development and Implementation of Customer/Citizen Centricity Programme for CSCSPV** ” (hereinafter referred to interchangeably as the “Services” or the “Items” or the “Goods” or the “Training” or the “System”) as per the Scope of work of this document.
- (ii) Bidders are advised to study the RFP document carefully and thoroughly. Online submission of Bid shall be deemed to have been done after careful study and examination of the RFP document with a complete understanding of its implications.
- (iii) It will be imperative for each bidder to fully acquaint himself with all the local conditions and factors which would affect the contract's performance. No request for price change shall be entertained on account of any local condition or factor once the CSCSPV accepts the offer. Before submitting the Bid, the bidder is advised to visit the respective CSCSPV Office location(s) and its surroundings to assess and satisfy themselves about the local conditions and to gather any other relevant information as required by them to submit the comprehensive proposal. Bidders are encouraged to visit the CSCSPV Office(s) premises after seeking a prior appointment from the relevant competent authority.
- (iv) With the approval of competent authority, the Purchase committee reserves the right to relax any terms & conditions in the CSCSPV interest.
- (v) Conditional /option bids will not be entertained and will be summarily rejected.
- (vi) Only online bids will be accepted. No physical bids will be accepted.
- (vii) The competent authority reserves the right to terminate/recall the RFP at any stage due to administrative reasons.
- (viii) The RFP will be rejected straightway without assigning any reasons if the firm/company or their owners/partners/directors are involved in any Criminal Case.
- (ix) Bidders shall not be permitted to alter or modify their bids after the expiry of the deadline for receipt of bids.
- (x) In case any issue of clarification on the interpretation of clause(s) arises. The decision/interpretation of the department (CSCSPV) shall be final and binding on the bidding firms. No further request in this regard will be entertained.

2. Schedule and Critical dates of RFP:

S. No.	Event	Date
1.	Uploading of RFP in GeM Portal (through Custom Bid)	9 February 2023
2.	Last date for submission of queries (via email) for the pre-bid meeting	13 February 2023
4.	Start date of Bid-submission	9 February 2023
5.	Last date of Bid submission	18 February 2023
6.	Opening of Technical Bids	20 February 2023

Note:- Financial bids of only those Agencies declared technically qualified shall be opened on the specified date and time for which information will be provided.

- Bidders are required to upload their Technical and Financial Bids on GeM Portal. Bidder shall be responsible for registering their company at GeM Portal.
- CSCSPV reserves the right to amend the RFP, tentative schedule, critical dates, etc. It is the sole responsibility of prospective bidders to go through GeM Portal from time to time for any updated information.

3. **PRE-BID QUERIES:**

- I. The Bidders should ensure to **submit their queries in writing via email 2 working days of the Bid last date to piyush.gupta@cscacademy.org , cc to manmeet.kaur@csc.gov.in.**
- II. No queries will be accepted after this deadline.
- III. CSCSPV reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion, they consider that it would be inappropriate to do so or do not find any merit in it.
- IV. The queries must be submitted in the following format:

BIDDER'S REQUEST FOR CLARIFICATION / PRE-BID QUERIES

Name of the Person:			
Organization Name:			
Telephone:			
Email:			
S. No.	RFP Document Reference(s) (section number/page)	Content of RFP document requiring clarification	Points of clarification Required
1			
2			

- V. No pre-bid queries will be entertained if the questions are not provided in the above format.
- VI. Any requests for clarifications post the indicated date and time may not be entertained by CSCSPV.
- VII. At any time before the last date for receipt of bids, the CSCSPV may, for any reason, modify the RFP Document by a corrigendum. Appropriate time would be provided to the entire bidder to submit their bids after the issuance of the corrigendum.
- VIII. The queries will be clarified to all the bidders over e-mail.

4. **ELIGIBILITY CRITERIA**

Since the requirements of CSC e-Governance Ltd. are unique, it intends to consider only those bidders with the capability and competency, in terms of understanding and experience of working with government, technical strengths and financial stability to design, develop and implement the program. Therefore, the bidder must meet the following Eligibility criteria:

(A) Technical Eligibility criteria:

S.N	Criteria	Document to be submitted
1.	The bidder should be a Company registered under The Companies Act, 2013 and the bidder should be an established Professional Management/ Consultancy Bidder and in existence for at least 10 years (as on 31 st Jan 2023)	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation (CoI) issued by Registrar of Companies countersigned by an authorized signatory of the Bidder. • The Company's Memorandum of Association (MOA) and Articles of Association (AOA).
2.	Permanent Account Number (PAN) of the bidder from Income Tax authorities.	<ul style="list-style-type: none"> • Copy of PAN card of the bidder countersigned by an authorized signatory of the Bidder.
3.	The bidder shall have a valid GSTIN registration certificate.	<ul style="list-style-type: none"> • Copy of the GSTIN registration certificate countersigned by an authorized signatory of the Bidder. • Copy of GST return of last quarter/year.
4.	A valid Power of Attorney (POA)	<ul style="list-style-type: none"> • The competent authority should issue the POA under their stamp and signatures to the authorized signatory on a nonjudicial stamp paper of Rs 100/-, duly notarized. (Annexure VIII) • The resolution of the Board of Directors MUST be submitted to show that the authority issuing the POA was competent to do so at the time of issue.
5.	The bidder should have minimum 25 professional employees on its payroll in Consultancy and related Services. Since this project involves a combination of: (i) Business design/ Business consulting (ii) Large-scale design, development, deployment of training and mindset change programs, we expect to see that the pool of professional employees should have evidence of both the above (as on 31 st January 2023).	<ul style="list-style-type: none"> • Certificate from the authorized HR person of the Bidder as per the Format given in Annexure-V of this RFP document.

6.	The Bidder shall not be under a declaration of ineligibility/ banned/ blacklisted/ debarred by any State/ Central Government/ PSU/ any other Government institutions in India for corrupt or fraudulent practices or non-performance as of the last date of submission of the Bid.	• A self-declaration letter signed by the authorized signatory of the Bidder as per the Format provided in Annexure-VI of this RFP document.
7.	<p>The bidder should have the experience of successful completion of “Similar Works” in the last four previous financial years, and the current financial year upto the date of opening of the RFP should be either of the following:-</p> <ul style="list-style-type: none"> • Two similar completed works costing between Rs.2 Cr to Rs. 4 Cr, Or • One similar completed work costing not less than Rs 4 Cr. <p>** Similar Works should include both of the following: (i) Business design/ Business consulting projects (ii) Large-scale design, development, deployment of training and mindset change programs As proof of the above, the client contracts/ certificate of completions should cover both the above types of works.</p> <p>Bidder must have successfully completed these projects with Central/State Government/ Government Departments/PSUs/ Public Listed Companies in India.</p>	<ul style="list-style-type: none"> • Copy of Client Work order/Contract AND • Certificate from Client regarding completion/ ongoing service contract showing satisfactory performance.

(B) Financial Eligibility Criteria-

A	Turnover	The bidder should have aggregate turnover of at least 7.50 Crore during the last three financial years i.e. 2019-20, 2020-21 & 2021-22.	<ul style="list-style-type: none"> • Certification from a Chartered Accountant (CA)/ Annual Audited Balance Sheet for the final 2020-21 & 2021-22.
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B	Net worth	The bidder should have a positive net worth in the last three financial years, i.e., 2019-20, 2020-21 & 2021-22.	<ul style="list-style-type: none"> CA Certificate/ Annual Audited Balance Sheet for the financial years 2019-20, 2020-21 & 2021-22. Clear indicating profit and loss statement.
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(C) **TECHNICAL EVALUATION CRITERIA**

The Point system for the evaluation of Technical Bids will be as under:-

S.N	Evaluation Criteria	Documents to be submitted	Max. Marks	Scoring criteria	Marks to be awarded
1.	No. of years the bidder has been in the field of (i) Business design/ Business consulting (ii) Large-scale design, development, deployment of training and mindset change programs using IT platforms.	Certificate of Registration of Legal Entity.	10 Marks	More than 10 years but less than or equal to 15 years	5
				More than 15 years	10
2.	Qualifications of Key Professionals Qualification, relevant experience & competency of the Key professional resources for the assignment / job. (Kindly attach separate sheet for each proposed team member)	CVs, as per Annexure VII of the RFP document	10 Marks	If qualification is same or more than mentioned in Chapter II, Clause C.4 of this document, as specified for key professionals associated with the assignment	10
3.	Value (in INR) of Consultancy and related Services such as i) Business design/ Business consulting (ii) Large-scale design, development, deployment of training and mindset change programs using IT platforms executed in Central Government/ State Government/ Public Listed Companies/ PSU/ Other Govt Institutions.	Copy of Work Order/contract AND client letter for satisfactory completion of project`	20 Marks	At least 1 project of value more than Rs 3 Crores but less than 4 Crores	10
				1 project of value equal to or more than Rs 4 crores	15
				2 projects of value equal to or more than Rs 4 crores.	20

4.	No. of completed projects in Consultancy and related Services such as i) Business design/ Business consulting (ii) Large-scale design, development, deployment of training and mindset change programs using IT platforms for a Government or public sector organization/Public listed company/ PSU/ Other Govt Institutions <u>for at least 75,000 participants.</u>	Copy of Work Order/contract AND client letter for satisfactory completion of project	20 Marks	Training at least 75,000 staff in a single project	20
				Training an aggregate of at least 75,000 participants in 2 projects	15
				Training of an aggregate of at least 75,000 participants in 3 or more projects	10
5.	Proposed Approach, Methodology & Work plan to be submitted with the bid in the form of a document or power point presentation covering the following: (a) Project appreciation and understanding (b) Project approach and methodology (c) Duties and responsibilities of the Team Leader and other key personnel (d) Work plan and manning schedule	Relevant documentation as submitted with the bid	20 Marks (Total) Break-up 5 Marks 5 Marks 5 Marks 5 Marks	For each of the sub-items. Poor-1 Average-2 Good-3 V. Good-4 Excellent-5	Sum of the marks awarded for each sub-item (20)
6.	Aggregate financial turnover in the last three Financial Year	Audited balance sheets of the last three financial years (i.e. 2019-20, 2020-21 & 2021-2022) certified by the CA.*	20 Marks	More than 15 Crore.	20
				More than 10 Crore but less than or equal to 15 Crore.	15
				More than 7.5 Crore but less than or equal to 10 Crore.	10
	Total		100 Marks		

Note: Works done for Central Government/ State Government/ Public Listed Companies/ PSU/ Other Government Institutions shall be accepted.

5. BID SECURITY (EARNEST MONEY):

- i. The bidders registered with Micro and Small Enterprises (MSEs) as defined in MSE procurement policy and issued by the Department of Micro, Small and Medium Enterprises (MSME)/NSIC or Startups as recognized by the Department of Industrial Policy & Promotion (DIPP) exclusively for the requisite item(s) is exempted from Bid Security. However, the bidders have to submit a scanned copy of the valid Registration Certificate with the technical Bid of the RFP to avail of this exemption. The original document projected for application exemption can be verified/checked.
- ii. The bidders, except those who registered with Micro and Small Enterprises (MSEs) as defined in MSE procurement policy and issued by the Department of Micro, Small and Medium Enterprises (MSME)/NSIC or Startups exclusively for the requisite item/services, shall be uploaded scanned copy of Earnest Money Deposit (EMD) of Rs.6,00,000/- (Rs. Six Lakh Eighty Only) in the prescribed column along with the Technical Bid of RFP. The E.M.D. shall be in the shape of an A/C Payee Demand Draft in favour of CSC e-Governance Services India Ltd., Delhi, payable at Delhi. The EMD can also be submitted either in the shape of FDR, Banker's cheque, Bank Guarantee or Insurance Bond. No RFP will be accepted without requisite E.M.D. No interest will be given to E.M.D. The EMD should be valid for Forty-Five days beyond bid validity. The original DD/Bankers Cheque/FDR/BG/Insurance Bond, i.e. EMD shall be submitted by the bidder within 5 days of bid opening of Technical Bid of RFP at Office of CSC e-Governance Services India Ltd, Plot no. 238, Okhla, Industrial Area Phase III, New Delhi - 110020.
- iii. In case of an unsuccessful bidder, earnest money/bid security will be refunded to the unsuccessful bidder without any accrued interest. The EMD of the successful bidder will be returned after the successful bidder has signed the draft Agreement and has submitted the required Performance Bank Guarantee.

6. PERIOD OF VALIDITY OF BIDS:

- i. The Bid shall remain valid for 180 days from the due date of bid submission. Any bid valid for a shorter period shall be rejected as non-responsive.
- ii. In exceptional circumstances, CSCSPV may solicit the bidder's consent to an extension of the validity period. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the Bid.

7. REGISTRATION WITH G.S.T. DEPARTMENT:

- (i) The bidders should be registered with the G.S.T. Department, and they shall furnish scanned copies of the registration certificate with their Technical Bid.
- (ii) The bidders shall also furnish a copy of the latest GST deposit receipt/challan/return with their Technical Bid.

- 8. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Purchaser reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/ signing of the contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's action.
- 9. RIGHT TO VARY QUANTITIES, QUANTUM/SCOPE OF WORK:-**
- i. CSCSPV reserves the right to increase or decrease, on need base basis, the requirements and duration of services initially specified in the RFP document at the time of award or subsequently during the execution of the project.
 - ii. CSCSPV shall have the right to increase/decrease the Quantum/Scope of Work by up to 25% of the total requirement, without any change in the variable unit price or other terms and conditions at the same time of award of the contract or during the operation of the contract.
 - iii. CSCSPV reserves the right to select specific items in single or multiple units and rejects the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any RFP and accept or reject any or all RFPs, wholly or partly, or close/cancel/withdraw the RFP without assigning any reason whatsoever.

AUTHENTICITY OF THE INFORMATION AND RIGHT OF VERIFICATION

- i. CSCSPV reserves the right to verify all statements, information and documents submitted by the bidder in response to this RFP for Technical evaluation.
- ii. In case it is found at any time that the bidder has made a material misrepresentation or has given any materially incorrect or false information in the proposal, the following provisions will apply before the Award of the contract:
 - The bid will be out rightly rejected.
 - The EMD will be forfeited. After the Award of the contract:
 - The agreement will be terminated.
 - PBG will be forfeited.
 - The bidder will be blacklisted, and appropriate penal and legal action will be initiated against the bidder.
- iii An affidavit on a non-judicial stamp paper of Rs 100/-, duly notarised, as per Annexure XII must be submitted in the specified format. The bid shall be summarily rejected if the bidder fails to submit this affidavit.

11 RIGHTS TO THE CONTENT OF THE PROPOSAL

All the bids and accompanying documentation submitted as bids against this RFP will become the property of the CSCSPV. CSCSPV is not restricted in their rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. Any language shall not bind CSCSPV in the proposal, indicating the proposal's confidentiality or any other restriction on its use or disclosure. CSCSPV have the right to use the services of external experts to evaluate the proposal by the bidders and share the proposal's content either partially or entirely with the

experts for evaluation with adequate protection of the confidential information of the bidder.

12. CLARIFICATIONS ON BID

- i. During the bid evaluation process, CSCSPV, at their discretion, may ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. Any clarifications submitted by the bidder on the Technical proposal should not have any commercial implications. If there is any such disclosure of commercial information in the clarification offered, it shall lead to the rejection of the bid.
- ii. If the bidder fails to respond within the stipulated time frame, CSCSPV reserves the right to make assumptions on the Technical proposal submitted by the bidder, and if such assumptions lead to disqualification of the Technical proposal, CSCSPV will not be accountable for these omissions.
- iii. The responses by the bidders to the queries raised by CSCSPV will be treated as part of the proposal by the respective bidders.
- iv. If the clarifications are at variance with the earlier information in the proposal, the information provided in later stages will be part of the agreement for implementation between the successful bidder and CSCSPV.

10. TERMS AND CONDITIONS FOR RFPING FIRM:

- i. Printed terms and conditions of the bidder shall not be considered part of their Bids.
- ii. The bidder must submit (as per Annexure-VIII) a statement confirming the authority of the authorized representatives (s) of the bidder and a notarized power of attorney to act in all matters concerning the delivery of the Project.
- iii. Bidder must state whether or not his offer conforms to all the RFP terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be mentioned in the technical bid.
- iv. All information in the RFP document, or provided in subsequent discussion or disclosures, is '**Proprietary and Confidential**'. Bidders are expressly restrained from sharing information with any other organization/agency.
- v. All rights, title and interest to all copyrights, patents and other intellectual property rights of whatsoever nature in or related to any work done by "BIDDER/SERVICE PROVIDER/CONTRACTOR" under this agreement, including but not limited to deliverables, services and associated documentation, shall be vested in and be the exclusive property of "BIDDER/SERVICE PROVIDER/CONTRACTOR". "BIDDER/SERVICE PROVIDER/CONTRACTOR" grants to CSCSPV an irrevocable, non-exclusive, worldwide, royalty-free, transferable license to use, copy, modify and develop the same for internal purposes.
- vi. Bids by joint ventures and consortiums will not be entertained and shall be summarily rejected.
- vii. In case any issue of clarification on the interpretation of clause(s) arises. The decision/interpretation of the department (CSCSPV) shall be final and binding on the bidding firms.

- viii. It is a service project and not simply a project involving the supply of goods. Hence, the payment will be made only if services are rendered by the Firm as agreed upon
- ix. All the payments to the Firm will be made per the Payment Schedule and Terms of Payment upon submission of invoices that CSCSPV verifies along with the relevant sign-offs.
- x. In the event of the premature termination of the agreement post-commencement of the operations, the Firm would be eligible to be paid as per the payment terms for the completed milestones only.
- xi. Payment requests will be considered only after sign off given by CSC SPV
- xii. In the case of the physical production of materials for trainer kits for trainers and physical takeaways for participants, the bidder may provide the necessary designs and specifications in full, enabling CSCSPV to replicate internally.
- xiii. CSCSPV will provide boarding, lodging and local travel facilities for the bidder's master trainers/consultants when needed. The budget for any other out-of-pocket expenses with an upper cap should be indicated separately. This budget should be given separately for each Phase.
- xiv. Bidder shall sign & submit the integrity pact per the format of 'Integrity pact' given in **Annexure-XI**.

11. DISQUALIFICATION

The proposal submitted by the bidder is liable to be disqualified if one or more violations of the following conditions are violated.

- I. Violation of the bid submission process
 - a. The bid is not submitted in the prescribed formats and mode as given in the RFP.
 - b. The price information, the pricing policy or pricing mechanisms, or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the Technical Proposal.
 - c. Suppose it comes to CSCSPV's knowledge, expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel impacting the fair and transparent bid process. In that case, the bidders so involved are liable to be disqualified.
 - d. If a bidder submits more than one bid.
- II. Non-compliance to the conditions of the bidding process
 - a. The Bid documents are not signed as per the guidelines of the RFP.
 - b. The required EMD has not been paid as specified in the RFP.
 - c. The Bid validity period is shorter than the required period.
 - d. The Bid is not submitted in accordance with this document.
 - e. During the validity of the Bid, or its extended period, if any, the bidder revises its quoted prices
 - f. The bidder submits a conditional bid.
 - g. Bid is received in incomplete form.

- h. All the requisite documents do not accompany a bid.

III. Non-responsive Content of the proposal

- a. Information submitted in the Technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the agreement, including the extension period, if any
- b. If it does not comply with the terms & conditions and requirements of this RFP, including amendments and corrigendum.
- c. If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFP for Technical and Commercial recommendations or do not appear to address the particular requirements of the proposed solution, any such bids shall also be disqualified.
- d. If the technical or commercial proposal of the bidder does not adhere to the minimum requirements and timelines of this RFP, the bid shall be declared as non-responsive and will be rejected.

IV. Inability to respond in accordance with the RFP guidelines:-

- a. The successful bidder does not accept the letter of Intent within the stipulated time.
- b. The successful bidder fails to deposit the Performance Bank Guarantee or fails to agree within 30 days of the notification of the award or such extended period as may be specified by CSC SPV

12. REJECTION ON GROUNDS OF MALPRACTICE

- a. Bidders may specifically note that while evaluating the proposals, if it comes to CSCSPV knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of the proposal, then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by the CSCSPV.
- b. CSCSPV will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question;

For this provision, the terms are set forth as follows:

- i. “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party improperly;
- ii. “Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence the actions of another party improperly;
- iv. “Coercive practice” is impairing or harming, or threatening to impair or harm,

directly or indirectly, any party or the property of the party to influence the actions of a party improperly;

- v. “Obstructive practice” is deliberately destroying, falsifying, altering, or concealing evidence material to the investigation or making false statements to CSCSPV to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

15. **BID REQUIREMENTS:**

- i. The Successful Bidder(s) shall be required to furnish **Contract Performance Security for 3%** of the value of the Contract Price within 14 days of the award of the Contract, extendable by another 14 days with the approval of competent authority from CSCSPV. Performance Security (Security Deposit) has to be deposited by the successful bidder in the form of an Account Payee Demand Draft, Fixed Deposit receipts, Insurance Bonor d, or Bank guarantee from a commercial bank in an acceptable form, irrespective of its registration status and shall be valid for 90 days beyond the date of completion of all contractual obligation of the supplier including guarantee/warranty obligations. No representation in this regard will be entertained. The above-mentioned 3% Performance Security Money will apply up to 90 days after the contract period. The performance Security shall bear no interest. No representation in this regard will be entertained.
- ii. The bidders participating in the RFP must submit a scanned copy of the list of their owners, partners, etc. and a certificate to the effect that the firm is neither blacklisted by any Government Departments nor any Criminal Case is registered against the firm or its owner or partners or directors anywhere in India.
- iii. The bidder should submit an undertaking in which no member of their firm/company or family members are participating in the bidding process through another entity.

16. **PRICES**

- (i) **L-1 will be decided through Quality-cum-Cost based Selection on GeM Portal**. The bidder was advised to quote their price in total as per the Scope of Work/Deliverables on the GeM portal as per **Chapter-II**.

17. **SIGNING OF BID**

The original and all documents of the bid shall be typed or written in a legible hand and signed by the bidder or a person duly authorized to sign the Contract. The person or persons signing the bid shall initial all pages of the bid. The scanned copy of all such documents shall be uploaded with the proposal to be submitted online.

18. **BID OPENING & METHOD OF EVALUATION**

- i If the specified date of bid opening is declared a holiday, the bid shall be opened on the next working day.
- ii An appropriate RFP committee shall evaluate each Technical bid to determine whether it is substantially responsive and fulfils the minimum eligibility criteria as specified in

Clause 04 of Chapter-III, Instructions to Bidders of this RFP document. Bids that are not substantially responsive are liable to be rejected. CSCSPV may seek inputs from external experts or firms in the Technical and Commercial evaluation process if needed.

- iii The CSCSPV shall assign Technical Score to the bidders based on the Technical evaluation criteria specified in Clause 04 of Chapter-III, Instructions to Bidders of this RFP document. The bidders with a Technical Score (ST) above the threshold specified in the Technical evaluation criteria shall technically qualify for the financial evaluation stage.
- iv The financial bids for the technically qualified bidders will then be opened and reviewed to determine whether they are substantially responsive. The CSCSPV shall assign Financial Score (FS) to the bidders.
- v The bidder shall be selected based on the Quality cum Cost Based Selection (QCBS) Method, whereby the technical proposal will be allotted a weightage of 80%, and the financial proposal will be assigned a weightage of 20%. The proposal with the lowest bid shall be given a financial score of 100, and the other proposals shall be given financial scores that are inversely proportionate to their bid. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
- vi Proposals will be given be ranked according to their Combined Score (S) calculated from technical (ST) and financial (SF) scores as follows:
The combined score of Bidder A shall be arrived weighing the technical bid marks and cost scores and adding them (based on the weighted score of technical and price bid) as per the formula mentioned below:

$SA = TA/THigh \times 80\% + LLow/LA \times 20\%$, Where SA = Combined score of Bidder A

TA = Techno-Commercial Score of Bidder A

THigh = Highest Techno-Commercial Score

LA = Evaluated Bid Price of Bidder A

LLow = Lowest of all evaluated Prices among responsive bids

Illustrative example:

S.N	Agency	Tech Score (T)	Relative Tech. Bid Score (T/THigh x 100)	Price Bid (in Lacs) (L)	Relative Price Bid Score (LLow/L x 100)	Combined Techno-Commercial & Price Bid Score		
						80% x column (ii)	20% x Column (iv)	Column (v) + Column (vi)
		(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)
1	A	95 (THigh)	100	600	66.66	80	13.33	93.33
2	B	90	94.73	500	80	75.78	16	91.78
3	C	87	91.57	400 (LLow)	100	73.25	20	93.25
4	D	75	Not Qualified	Not Qualified	Not Qualified	Not Qualified	Not Qualified	Not Qualified

- vii A financial bid shall be opened for only those bidders with a minimum score of 80 in technical evaluation.
- viii The EMD of all the unsuccessful bidders shall be returned once the bidding process is over.

19. LABOUR LAWS & SAFETY MEASURES

- (i) The agency shall comply with all the provisions of labour law-related legislation/acts as enacted by the Government from time to time. In case of any prosecution/penalty, the agency shall be liable for the same.
- (ii) The agency shall be liable for payments of duties viz. P.F., E.S.I. etc., including any compensation payable under Workmen Compensation Act. CSCSPV shall have no responsibility, financial or other liabilities towards professionals employed by the Agency.
- (iii) The agency will take all measures/precautions during the work. For any accident due to negligence / any other reason during the contract period, it shall be the agency's sole responsibility, and CSCSPV shall not be held responsible for the same.

20. INSURANCE & MEDICAL FACILITIES

- (i) It is the responsibility of the agencies to insure their staff and equipment against any exigency that may occur at the site. Agencies will also take insurance cover for third-party liability, which might arise due to damages caused to their manpower, equipment etc. CSCSPV shall not be responsible for any such damages.
- (ii) Medical facilities (as per law) for professionals, including insurance of the professional on-site, will be provided by the agencies.

21. Any new Government levies/taxes imposed or increased in taxes after the contract date shall be paid as per actual against submission of documentary evidence. In case of a decrease thereof, the contractor shall adjust the same as per the revised slabs. If the tax rates are reduced after the release of payment, the same shall be adjusted against future bills or from the performance security of the contractor.

22. **Fall Clause:** The bidder shall undertake that the price charged/finalized for the store/services supplied under the RFP shall in no event exceed the lowest price at which the bidder offers the store/services identical description to the other organization during the currency of the contract. If at any point of time during the period, the seller reduces the sale price, sells or offers to sell such store/service to any other organization, including the Buyer, at a price lower than the price chargeable under the present RFP, he shall notify such reduction within 7 (Seven) days and the price payable under the contract shall stand correspondingly reduced. The bidder shall submit an undertaking in this regard with the technical bid.

23 **CONTENTS OF BID:** The e-bids prepared by the bidder shall comprise the following components:-

SN	Particulars	Document	Page No. (in bid submitted)
i	Name of the Bidder (Agency)	--	
ii	Address of the Bidder (Agency)	--	
iii	Year of establishment	--	
iv	Type of Company (Public Sector Unit/ Private Limited / Public Limited) (Attach MSME certificate if relevant)	--	
v	Memorandum of Association and Articles of Association of the Company	Self attested copy	
vi	Name, designation and address of the officer to whom all references shall be made regarding this RFP.	To be submitted on letter head	
vii	Bidders should not have been blacklisted/ineligible/debarred by any of the State or Central Government organization	Signed Affidavit (Annexure-VI)	
viii	Bidder should not have a conflict of interest in the assignment as specified in the bidding document.	Undertaking on letter head (Annexure-IX)	
ix	The turnover of the agency as per eligibility criteria.	Audited balance sheet for last three financial years (2019-20, 2020-21 & 2021-2022, certified by the Auditor.	
x	GST Registration Certificate	Self attested copy	
xi	PAN Registration	Self attested copy	
xii	Copy of work order/contract AND Certificate from Client regarding completion/ ongoing service contract showing satisfactory performance towards fulfillment of Technical Eligibility criteria under clause 4 (7), chapter III, Instructions of the bidders of the RFP document.	Self attested copy	
xiii	Attested Certificate from the concerned department / client where audited balance sheet is not available to prove financial turnover. Client certificate should be duly supported by Form 16A/26AS generated through TRACES of Income Tax CSCSPV of India.	Self attested copy	
xiv	Copy of Work Order/contract AND client letter for satisfactory completion of project to show the value (in INR) in areas of i) Business design/ Business consulting (ii) Large-scale design, development,	Self attested copy	

	deployment of training and mindset change programs, using IT platforms executed in Central Government/ State Government/ Public Listed Companies/ PSU/ Other Govt Institutions.		
xv	Copy of Work Order/contract AND client letter for satisfactory completion of project to show number of completed projects in areas of i) Business design/ Business consulting(ii) Large-scale design, development, deployment of training and mindset change programs, using IT platforms for a Government or public sector organization/Public listed company for at least 75,000 staff.	Self attested copy	
xvi	Proposed Approach, Methodology & Work plan to be submitted with the bid in the form of a document or power point presentation.	On firm letter head	
xvii	Compliance of Scope of Work, Deliverables and Project Timeline	On firm letter head (Chapter-IV)	
xviii	Bidders Particulars	On firm letter head) (Annexure-I)	
xix	Bid Form	On firm letter head (Annexure-II)	
xx	RFP acceptance letter	On firm letter head (Annexure-III)	
xxi	Undertaking regarding Land Border Sharing	On firm letter head (Annexure-IV)	
xxii	Undertaking of Manpower Capability	On firm letter head (Annexure-V)	
xxiii	CV of proposed Core Team Member	On firm letter head (Annexure-VII)	
xxiv	POA for Authorized Signatory	On firm letter head (Annexure-VIII)	
xxv	Undertaking on Conflict of Interest	On firm letter head (Annexure-IX)	
xxvi	Undertaking on Personnel	On firm letter head (Annexure-X)	
xxvii	Integrity Pact	On firm letter head (Annexure-XI)	
xxviii	Undertaking regarding Fall Clause	On firm letter head	
xxix	Undertaking regarding Make in India Preference	On firm letter head	
xxx	Undertaking on truthfulness of documents	Annexure XII	

CHAPTER-IV

CONDITIONS OF THE CONTRACT

1. AWARD OF CONTRACT:

- i. Before the bid validity period expires, the Purchaser will notify the finally selected bidder and place the supply order within 7 days thereafter. If a need for an extension of the bid validity period arises, it should be extended by mutual agreement. The notification of the award/placement of the supply order will constitute the formation of the Contract.
- ii. At the time of the placement of the supply order, the finally selected bidder shall sign the contract with the Purchaser. The finally selected bidder shall bring a power of attorney, the contract performance bank guarantee and the common seal for signing the contract. The contract will include all the discussed agreements between the CSCSPV and the successful bidder. The draft Agreement (MSA) is provided in Chapter-VI of this RFP document.

2. CONTRACT PERFORMANCE BANK GUARANTEE:

- (i) The Successful Bidder(s) shall be required to furnish **Contract Performance Security for 3%** of the value of the Contract Price within 14 days of award of the Contract, extendable by another 14 days with the approval of competent authority from CSCSPV. Performance Security (Security Deposit) has to be deposited by the successful bidder in the form of Account Payee Demand Draft, Fixed Deposit receipts, Insurance Bond, Bank guarantee from a commercial bank in an acceptable form, irrespective of its registration status and shall be valid for 90 days beyond the date of completion of all contractual obligation of the supplier including guarantee/warranty obligations. No representation in this regard will be entertained. The above-mentioned 3% Performance Security Money will apply up to 90 days after the contract period. The performance Security shall bear no interest. No representation in this regard will be entertained.
- iv. The Contract Performance Security will be in the name of the Managing Director, CSC e-Governance Services India Ltd, Plot no. 238, Okhla, Industrial Area Phase III, New Delhi - 110020.
- (ii)
- (iii) The Contract Performance Security should be valid for up to 90 days after the contract period.
- (iv) Performance bank guarantee would be returned in original to the successful bidder, only after successful execution of the work order in its entirety and obligations and only after adjusting/recovering any dues recoverable/payable from/by the bidder on any account under the work order.
- (v) All expenses, commissions and interests related to the issuance and surrendering of the performance guarantee, accrued to the bank, shall be at the sole cost of the bidder.
- (vi) The firm whose rates are accepted will have to deposit a stamp paper worth Rs. 100/- for signing the agreement.

3. PERIOD OF THE PROJECT

The time allowed for carrying out the work will be fixed as per the timelines provided in Chapter I of this RFP document. No extension of time beyond the stipulated time of the completion of the work will be allowed, except with prior approval of the CSCSPV, in writing.

4. EVALUATION OF WORK

- i. From time to time, during the progress of the work, all evaluations would be carried out by the CSCSPV or their authorized representatives. Such evaluations shall be signed and dated by the CSCSPV or their representatives in token of their acceptance.
- ii. If the Firm objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both parties.
- iii. If for any reason, the representatives of the Firm are unavailable and the CSCSPV suspends the work of evaluation, the CSCSPV shall not entertain any claim from the Firm or any loss or damages on this account.
- iv. If the authorized representatives of the Firm do not remain present at the time of such evaluations despite the Firm having been given a notice in writing 3 (three) days in advance, or the Firm fails to counter-sign or record objection within a week from the date of the evaluation. Such evaluations recorded by the CSCSPV or its Authorized representatives shall be deemed to be accepted by the Firm.
- v. The Firm, without extra charge, shall provide all assistance with every appliance, labour, and other necessity to evaluate work.

5 CONFLICTS IN SPECIFICATIONS

In case of any conflict observed by the Firm in requirements/deliverables during the implementation of the project, the Firm shall notify the CSCSPV. In this regard, the decision of the CSCSPV will be final and binding on the bidder.

6. TIME SCHEDULE AND PROGRESS

- i. The firm shall mobilize and employ sufficient resources to complete the project per the required timelines. No additional payment will be made to the Firm for any multiple shift work or other incentive methods contemplated by him in his work schedule, even though the CSCSPV approves the schedule.

- ii. The firm shall adhere to the following Reporting and Monitoring mechanisms:

Monitoring activity	Description	Activity Frequency
1. Project Review Meeting	a. The review meeting shall be held between representatives from the CSCSPV and the Firm. b. These meetings would be to review project progress vis-à-vis the work plan, identify roadblocks and ensure the resolution of identified issues/challenges, if any. c. Further, they shall ensure the completion of the Project as per the Scope of Work.	Weekly, or as may be notified by the CSCSPV
2. Project Review Report	a. The Firm would be required to report on the status of the various milestones, deliverables, activities etc. In addition, the report would be required to reflect on project progress vis-à-vis the work plan, any roadblocks faced by the Firm, proposed actions for resolution of identified issues/challenges, dependencies on the Firm and the CSCSPV, etc.	Weekly/ Monthly/ Quarterly, or as may be notified by the CSCSPV

- iii. In addition to Point 2 above, the CSCSPV may request other Project related reports/information/data from the Firm. The Firm shall not unreasonably reject such a request from the CSCSPV.

7. **CONFLICT OF INTEREST**

The Agency must provide professional, objective and impartial advice, always hold the CSCSPV's interests paramount, strictly avoid conflicts with other assignments/jobs or their corporate interest, and act without any consideration for future work.

Without limitation on the generality of the foregoing, the agency and any of its affiliates shall be considered to have a conflict of interest under any of the circumstances set forth below:

- i. **Conflicting Activities:** An Agency or any of its affiliates selected to provide consulting assignment/job for this project shall be disqualified from the subsequent downstream supply of goods, works, or services resulting from or directly related to this project.
- ii. **Conflicting Assignment/job:** An Agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may conflict with another assignment/job of the Agency to be executed for the same or another Employer.
- iii. **Conflicting Relationships:** An Agency that has a business or family relationship with a member of the CSCSPV staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the CSCSPV throughout the selection process and the execution of the Contract.

The Agency has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of CSCSPV or that may reasonably be perceived as having this effect. Any such disclosure shall be made to CSCSPV immediately. If the Agency fails to disclose such situations and if the CSCSPV comes to know about any such situation at any time, it may lead to the disqualification of the Agency during the bidding process or the termination of its contract during the execution of the assignment.

8. **PAYMENT SCHEDULE AND MILESTONES:** The standard payment terms subject to recoveries, if any, under the Liquidated Damages clause will be as follows:-

Phase 1: Karmayogi VLE Intervention for 1 lakh VLEs – A large scale intervention

S. N	Milestone	Payment	Payment Criteria
1	Research Report on VLEs	15% of quoted Total Contract Value for Phase 1	Sign-off from the CSCSPV on the submitted Report
2	Design & development of the Karmayogi VLE Intervention	20% of quoted Total Contract Value for Phase 1	Sign-off from the CSCSPV. on the design and development of the Karmayogi VLE intervention
3	Design and development of mechanism for sustainability of the initiative	5% of quoted Total Contract Value for Phase 1	Sign-off from the CSCSPV on the completion of design and development of sustainability mechanism
4	Training of 1500 trainers	20% of quoted Total Contract Value for Phase 1	Sign-off from the CSCSPV on the completion of training
5	Enabling Rollout of Phase 1 – Part I (50% of the VLEs training)	12.5% of quoted Total Contract Value for Phase 1	50% of the scheduled no. of training sessions (first 45 days of rollout)
6	Enabling Rollout of Phase 1 – Part II (balance 50% of the VLEs training)	12.5% of quoted Total Contract Value for Phase 1	Balance 50% of the scheduled no. of training sessions (balance 45 days of rollout)
7	Deployment of the mechanism for sustainability of the initiative	5% of quoted Total Contract Value for Phase 1	Sign-off from the CSCSPV on the completion of 6 months of deployment support of sustainability mechanism
8	Support the Impact Assessment of the intervention	10% of quoted Total Contract Value for Phase 1	CSCSPV plans to deploy an independent agency/ committee to conduct an impact assessment of the intervention. Submission of design document and capacity transfer to

			implementing agency of the impact assessment study.
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Phase 2: Part A - Business Counselling Intervention for 1 lakh VLEs to help them strengthen their business viability.

S. N	Milestone	Payment	Payment Criteria
1.	Report based on cognitive, business and citizen research	10% of quoted Total Contract Value for Phase 2	On submission of the research report
2.	Design and build the prototype for the solution (with basic content)	10% of quoted Total Contract Value for Phase 2	On completion of the prototype
3.	Design, development and build of scalable solution	10% of quoted Total Contract Value for Phase 2	On completion of the scalable solution
4.	Deployment of the solution for first 90 days of rollout	10% of quoted Total Contract Value for Phase 2	On completion of deployment support for first 90 days of the rollout
5.	Deployment of the solution for next 90 days of rollout.	10% of quoted Total Contract Value for Phase 2	On completion of deployment support for the balance 90 days of the rollout

Phase 2: Part B: Citizen Solutions Intervention to help CSC users (citizens) utilize and benefit from the wide range of products & services available through VLEs (to be done for 1 lakh VLEs)

S. N	Milestone	Payment	Payment Criteria
1.	Report on i) citizen and community level research and ii) Types of Customer Outcomes	10% of quoted Total Contract Value for Phase 2	On submission of the research report
2.	Design and build of the prototype for the Citizen Solutions (with basic content)	10% of quoted Total Contract Value for Phase 2	On completion of the prototype for the Citizen solutions
3.	Design, development of scalable Citizen Solution Service	10% of quoted Total Contract Value for Phase 2	On completion of the scalable solution for Citizen services
4.	Deployment of the solution for first 90 days of rollout.	10% of quoted Total Contract Value for Phase 2	On completion of deployment support for first 90 days of the rollout

5.	Deployment of the solution for next 90 days of rollout.	10% of quoted Total Contract Value for Phase 2	On completion of deployment support for the balance 90 days of the rollout
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- (i) No advance payment shall be made on any ground whatsoever and no request for increase in the rates will be entertained during the contract period.
- (ii) Payment shall be subject to deductions of any amount for which the successful bidder is liable under the agreement against the respective purchase/work order. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act, 1961 and any other taxes.
- (iii) Payment shall be made in Indian Rupees only.

6. DELAY IN THE SUPPLIERS' PERFORMANCE:

Delivery of the Items and related services, including Warranty and Post Warranty Services, shall be made by the Supplier in accordance with the timelines specified by the Purchaser. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Supplier liable to imposition of Liquidated Damages and thereafter, upon reaching the maximum deduction set out therein, to termination for default accompanied by forfeiture of Performance Security Money.

7. LIQUIDATED DAMAGES (LD):

- i. In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 0.5% per week delay or part thereof, of the cost of contract value up to maximum of 10% of the contract value from the Agency
- ii. Alternatively, CSCSPV reserves the right to get the services delivered from elsewhere at the sole risk and cost of Firm and recover all such extra costs incurred by CSCSPV in procuring the services from the resources available, including encashment of PBG or any other sources etc. Alternatively, CSCSPV may cancel the order entirely or partly without prejudice to his right under the alternatives mentioned above by CSCSPV team (including any top up research that may be required)
- iii. If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligations, the CSCSPV may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.

9. AMENDMENT OF RFP

- i. At any time prior to the deadline for submission of bids, CSCSPV, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by issuing amendment(s) by way of issuing an addendum/corrigendum in writing or by announcing it through its website.

- ii. The addendum/corrigendum shall be binding on all the Agencies.
- iii. Any amendment(s)/modification(s) shall be uploaded and published on GeM Portal and these will be binding on the prospective bidders.
- iv. In order to allow eligible bidders a reasonable time to take the amendment into account in preparing their bids, CSCSPV, at its discretion, may extend the deadline for the submission of bids, which shall accordingly be published on the GeM Portal.
- v. Responsibility for checking of any amendments/changes made to the bid, corrigendum issued as well as any related notices published on GeM Portal shall rest solely with the bidder. CSCSPV shall in no way be held responsible for non-intimation of the same to the respective bidders.

10. If the bidder fails to complete the work within the stipulated period, the Purchaser reserves the right to get the work completed from open market and difference of bill, if any, will be recovered from the bills of the bidder.

11. FORCE MAJEURE:

- i. For the purpose of this contract, 'Force Majeure' means an event which is beyond the reasonable control of either of the party.
- ii. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, if any concluded, the relative obligation of the part affected by such force majeure lasts. The terms 'Force Majeure' as implied here in shall mean acts of God, War, Civil riots, Fire directly affecting the performance of the contract, floods and acts and regulations of respective Government of the two parties, namely the organization and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

12. WAIVER: Failure or delay on the part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.

13. ASSIGNABILITY : Neither this Contract nor any rights under it may be assigned by either Party without the express prior written consent of the other Party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.

14. SEVERABILITY: If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.

15. **GOVERNING LAW:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Delhi Courts shall have jurisdiction in this regard.

16. **INDEMNIFICATION**

- (i) Agency shall at times indemnify and keep CSCSPV indemnified against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this contract.
- (ii) Agency shall at all times indemnify and keep CSCSPV indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.
- (iii) Agency shall at all times indemnify and keep CSCSPV indemnified against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Agency, in respect of their wages, salaries, remuneration, compensation or the hike.
- (iv) All claims regarding indemnity shall survive the termination or expiry of the contract.
- (v) Instructions/order/amendment issued by Government of India time to time, with regard to provisions of the Procurement Policy, General Financial Rules (GFR), DFPR etc. shall be strictly adhered and bidders are bound to comply/accept the same.

17. **TERMINATION FOR DEFAULT**

- a) The Purchaser may without prejudice to any other remedy for breach of Contract, by Ten (10) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:
 - i. If the Supplier fails to deliver any or all of the Stores/Services within the time period(s) specified in the Contract; or
 - ii. If the Supplier fails to perform any other obligation(s) under the Contract.
- b) On termination of the Contract for default, the security deposit of the Supplier will be forfeited.
- c) On termination of the Contract for default, action will be taken to black list the Supplier.

18. **TERMINATION FOR INSOLVENCY:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

19. TERMINATION FOR CONVENIENCE:

- (i) The Purchaser shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- (ii) Competent authority reserves the right to terminate or recall the RFP at any time/stage due to administrative reason.

20. AGENCY CODE OF CONDUCT & BUSINESS ETHICS

- (i) **Bribery and corruption:** Agency are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.
 - (ii) **Integrity, indemnity & limitation:** Agency shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the CSCSPV. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the competent authority of the CSCSPV. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the CSCSPV or any entity thereof shall not have or incur any obligation in respect thereof. The Agency shall indemnify in respect of any loss or damage suffered by the CSCSPV on account of such fraud, misrepresentation or suspension of material facts. The agency will be solely responsible for the omission and commission of the employees deployed by them
- 21. RESOLUTION OF DISPUTES:** All disputes arising out of or in connection with the agreement/contract shall be attempted to be settled through good-faith negotiation between senior management of both parties, failing which it shall be subject to the extant laws of the Republic of India and to the jurisdiction of court(s) of Delhi.
- (i) If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the contract or regarding a question, including the questions as to whether the termination of the contract by one party hereto has been legitimate, both parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other party in writing.
 - (ii) The place of the arbitration shall be New Delhi, India.
 - (iii) The arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
 - (iv) The proceedings of arbitration shall be in standard official Indian English language.
 - (v) **Informal Dispute Resolution:** The parties agree to attempt to resolve all disputes arising under the agreement, equitably, in good faith and using their best endeavours. 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.

- (vi) Formal Dispute Resolution: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration and Conciliation Act of 1996 as amended from time to time and the award made in pursuance thereof shall be binding on the parties.

22. INTELLECTUAL PROPERTY RIGHTS

- (i) Prior to the commencement of each project, “BIDDER/SERVICE PROVIDER/CONTRACTOR” shall specify the ownership held by “BIDDER/SERVICE PROVIDER/CONTRACTOR” or any third party, of the material used or to be used in the deliverables and services. “BIDDER/SERVICE PROVIDER/CONTRACTOR” grants CSCSPV right to use over such rights to the extent they are incorporated in the deliverables and services.
- (ii) All rights, title and interest to all copyrights, patents and other intellectual property rights of whatsoever nature in or related to any work done by “BIDDER/SERVICE PROVIDER/CONTRACTOR” under this agreement, including but not limited to deliverables, services and associated documentation, shall be vested in and be the exclusive property of “BIDDER/SERVICE PROVIDER/CONTRACTOR”. “BIDDER/SERVICE PROVIDER/CONTRACTOR” grants to CSCSPV an irrevocable, non-exclusive, worldwide, royalty free, transferable license to use, copy, modify and develop the same for internal purposes.
- (iii) CSCSPV shall not take any action that jeopardizes such proprietary rights of “BIDDER/SERVICE PROVIDER/CONTRACTOR” or acquire any right to any work produced by “BIDDER/SERVICE PROVIDER/CONTRACTOR” under this agreement

23. MERGERS & ACQUISITIONS

In case of mergers and acquisitions of bidder/service provider/contractor Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

24. GOVERNING LANGUAGE

All correspondence and other documents to be exchanged by the parties shall be written in Standard Official Indian English language. The version written in English language shall govern its interpretation.

25. CHANGES IN LAW

In the event of any change in law, that affects the performance of the contractor, the contractor may be given the benefit or burden resulting from such change in law, if the competent authority in CSCSPV wished to do so.

CHAPTER - V

PRICE SCHEDULE

- (i) **L-1 will be decided through Quality-cum-Cost based Selection on GeM Portal.** The bidder advised to quote their price in total as per Scope of Work/ Deliverables as per **Chapter-IV**, on the GeM portal.
- (ii) The Bidder shall be selected on the basis of Quality cum Cost based Selection (QCBS) Method, whereby technical proposal will be allotted weightage of 80% and financial proposal will be allotted weightage of 20%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their bid. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

RFP FOR OUTSOURCE OF AN AGENCY FOR DESIGN, DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER/CITIZEN CENTRICITY PROGRAMME FOR CSCSPV.

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your RFP document dated (insert Date). Our **Financial Bid** against the **scope of work/deliverables at Chapter-IV as well as details defined in the RFP document** is as mentioned below:-

S. No.	Description of items	Total cost (In Rs.) (Inclusive of all taxes & other charges)
1	Consolidated cost for design, development and Implementation of Customer/Citizen Centricity Programme for 1 lakh VLEs associated with CSCSPV.	
2.	Consolidated cost for design, development and implementation of the Business counselling and citizen solutions intervention for 1 lakh VLEs associated with CSCSPV.	

- The bidder advised to quote their price in total as per Scope of Work/Deliverables, on GeM Portal

CHAPTER-VI

DRAFT SERVICE CONTRACT FOR DESIGN, DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER/CITIZEN CENTRICITY PROGRAM FOR CSCSPV

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Master Services Agreement

This Agreement along with all its Schedules, Annexures, and Appendices (hereinafter referred to as the “**Agreement/MSA**”, as defined hereinafter) is made on this <<day>> day of <<month>>, 2022 by and between:

- I. Managing Director, CSC e-Governance Services India Ltd.
(Hereinafter called the “**Purchaser**” or “**CSCSPV**”) being the Party of the FIRST PART;

AND

- II. <Name of the company>, a company registered under the Indian Companies Act, 1956 having its registered office at <address> and place of business at <address> hereinafter referred to as “**Firm**”, which expression, unless excluded or the context otherwise required hereof includes its successors, administrators and assigns) represented through its <Name & designation of authorized person>, who is duly authorized to sign, execute vide a board resolution dated <<date>> passed by its board of directors being the Party of the SECOND PART.

CSCSPV and Firm shall independently be called as “Party” and jointly as “Parties”.

WHEREAS

- I. CSCSPV intends to implement the project as per the scope of work defined in the RFP Document.
- II. In furtherance of the same, CSCSPV undertook the selection of a Firm through a competitive bidding process for implementing the Project and on this behalf issued the RFP document dated
- III. The successful bidder has been selected as a Firm to undertake and implement the overall project as per the scope of work defined in the RFP Document and based on the proposal dated submitted by the successful bidder.
- IV. The Firm in pursuance of its proposal undertakes to implement the proposed project as per the scope of work defined in the RFP Document on the terms and conditions set forth below.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

CSCSPV and the Firm have agreed to enter into this Agreement to govern how the Firm will deliver the project as specified under this Agreement and as per the RFP Document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers or representatives.

1.
behalf of the Firm

For and on behalf of CSCSPV

For and on

An authorized signatory duly nominated pursuant to Board Resolution No.

(<<Name>>)

(<<Name>>)

<<Designation>>

<<Designation>>

<<Company Name>>

Date:

Date:

Place:

Place:

Witnessed by:

Witnessed by:

1.

1.

2.

2.

1 **Definitions, Interpretations, and Others**

1.1 **Definitions:** In this Agreement, unless the context otherwise requires

The terms used in this Agreement shall be interpreted as indicated in Schedule I of the Agreement.

1.2 **Interpretations**

In this Agreement, unless otherwise specified:

- I. references to Clauses, Sub-Clauses, Paragraphs, Schedules, and Annexures are to clauses, sub-clauses, paragraphs, schedules, and annexures to this Agreement;
- II. use of any gender includes the other genders;
- III. references to a '**company**' shall be construed so as to include any company, Corporations or other body corporate, wherever and however incorporated or established;
- IV. references to a '**person**' shall be construed to include any individual, partnerships, firms, companies, public sector units, Corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes, and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively, and to each of them individually.
- V. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- VI. any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- VII. references to a '**business day**' shall be construed as a reference to a day (other than a Sunday/holiday) on which CSCSPV office, its regional offices, and other field units are generally open for business;

- VIII. references to times are to Indian Standard Time;
- IX. a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated, or supplemented at any time; and
- X. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- XI. The words importing singular shall include the plural and vice versa;
- XII. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this Agreement as a whole and not to any particular Article or Schedule. The words "include" and "including" shall not be construed as terms of limitation;
- XIII. The words "in writing" and "written" mean "in the documented form", whether electronic or hard copy, unless otherwise stated. Any reference to attorneys' fees shall include fees of the professional assistants of such attorneys;
- XIV. The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement;
- XV. Any reference at any time to any agreement, deed, instrument, license, or document of any description shall be construed as a reference to that agreement, deed, instrument, license, or another document as amended, varied, supplemented, modified, or novated at the time of such reference;
- XVI. Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include either such days or dates;
- XVII. A reference to knowledge of a person includes Information that a reasonable person in the circumstances of that person would have known by reasonable inquiry;

1.3 **Agreement Documents**

- I. The following documents shall be deemed to form and be read and construed as part of the Agreement,
 - a. This Agreement between firm and the CSCSPV, SLA, and all the attached Schedules, Annexures.
 - b. The RFP/NIT issued on date the addenda, corrigendum, and prebid clarifications issued subsequent to the release of RFP Document.
 - c. The Proposal/Offer dated..... including undertakings submitted by Firm, subsequent clarifications submitted by Firm, and the technical presentation submitted by the Firm in response to the RFP/NIT.
 - d. The Commercial Proposal submitted by the Firm in response to the RFP/NIT dated
.....
 - e. Letter of Award and Work Order issued for the Firm, No:
..... and dated
.....

1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- I. As between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- II. As between the provisions of RFP Document and any corrigendum issued thereafter, the provisions of corrigendum shall, to that extent only, prevail over the corresponding earlier provision of RFP Document;
- III. As between the provisions of this Agreement and the Schedules/Annexures, the purchaser shall have the right to determine which provisions shall prevail and Firm shall be obliged to abide by the decision of CSCSPV; and
- IV. As between any value written in numerals and that in words, the value in words shall prevail.
- V. In case of conflict between the RFP Document , as amended, and the proposal of Firm , the provisions mentioned in the RFP Document, its annexures, addenda, and pre-bid clarifications issued for the RFP Document shall prevail.

2 Scope of the Work

- 2.1 In consideration of the award of the work under the RFP to Firm and payments to be made by the Purchaser, to the Firm as hereinafter mentioned, the Firm hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all the respects with the provisions of the Agreement.
- 2.2 The Purchaser hereby covenants to pay the Firm in consideration of the provision of the Services, the Total Contract Value, or such other sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed under the Agreement.
- 2.3 Without prejudice to the generality of clause 2.2 above, the Firm is required to provide such services as the Purchaser may deem proper and necessary, during the term of the Agreement, including all such processes and activities which are consistent with the Proposal, the RFP Document and this Agreement and are deemed necessary by the Purchaser, to meet its business requirements (hereinafter 'Scope of Work' including the scope of work specified in the RFP Document and clarification thereof, and Annexures thereof). The definition of the term 'Scope of Work' provided in this section 2.3 shall prevail in case of conflict between the definition provided in this section and elsewhere in the RFP Document.

3 Term and Duration of the Agreement

This Agreement shall come into effect on
(hereinafter the 'Effective Date') and shall continue till
(Term').

4 Conditions Precedent

4.1 Payment obligations to take effect upon fulfilment of Conditions Precedent The rights of the Firm to receive payments, and the obligation of the Purchaser to make payments under this Agreement, shall take effect only upon fulfilment of all the Conditions Precedent set out in clause 4.2 below. The Purchaser reserves the right to waive any or all of the conditions specified in clause 4.2 below in writing and no such waiver shall affect or impair any right, power, or remedy that the Purchaser may otherwise have.

4.2 The Firm shall be required to fulfill the Conditions Precedent which is as follows:

- (i) The Successful Bidder(s) shall be required to furnish **Contract Performance Security for 3%** of the value of the Contract Price, within 14 days of award of Contract, extendable by another 14 days with the approval of competent authority from CSCSPV. Performance Security (Security Deposit) has to be deposited by successful bidder in the form of Account Payee Demand Draft, Fixed Deposit receipts, Insurance Bond, Bank guarantee from a commercial bank in an acceptable form, irrespective of its registration status and shall be valid for a period of 90 days beyond the date of completion of all contractual obligation of the supplier including guarantee/warranty obligations. No representation in this regard will be entertained. The above mentioned 3% Performance Security Money will be applicable upto 90 days after the contract period. The performance Security shall bear no interest No representation in this regard will be entertained.
- (ii) Furnishing of such other documents as the Purchaser may specify before the signing of this Agreement.

5 Liquidated Damages and SLAs

The Firm shall accomplish the Scope of Work under this Agreement as per the Timelines and as per the Service Levels mentioned in the RFP Document. If the Firm fails to achieve the Timelines or the Service Levels due to reasons attributable to the Firm, the Firm shall be liable to pay liquidated damages as per the RFP Document. In case the Firm is not solely liable for the breach of the Timelines or the Service Levels, the amount of liquidated damages shall be deducted on a proportionate/ pro-rata basis depending upon the Firm's extent of fault in such breach of the Timelines or the Service Levels. The Purchaser shall have the right to determine such extent of fault and liquidated damages in consultation with the Firm. Payment of liquidated damages shall not be the sole and exclusive remedies available to the Purchaser and the Firm shall not be relieved from any obligations by virtue of payment of such liquidated damages. Liquidated damages will be capped as mentioned in the RFP Document. If the liquidated damages cross the cap on liquidated damages mentioned in the RFP Document, the Purchaser shall have the right to terminate the Agreement for default, and consequences for such termination for default as provided in this Agreement shall be applicable. Each of the Parties shall ensure that the range of the Services/Deliverables under the SLA shall not be varied, reduced, or

increased except with the prior written agreement between the Purchaser and the Firm.

6. Approvals and Required Consents

- I. The Firm shall procure, maintain and observe all relevant and regulatory and governmental licenses, clearances, and applicable approvals (hereinafter the "Required Consents") necessary for the Firm to provide the services. The costs of such approvals shall be borne by the Firm normally responsible for such costs according to local laws, custom, and practices in the locations where the services are to be provided.
- II. Purchaser shall use reasonable endeavours to assist Firm to obtain the required consents. In the event that any required consent is not obtained, the Firm and Purchaser will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for Purchaser to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such required consent is obtained, provided that the Firm shall not be relieved of its obligations to provide the services and to achieve the service levels until the required consents are obtained if and to the extent that the Firm's obligations are not dependent upon such required consents.

7 Use of Assets by the Firm

During the term the Firm shall:

- i. Take all reasonable and proper care of the entire facilities leased/owned/operated by the Firm (for itself or for the Purchaser or on behalf of the Purchaser) exclusively in terms of ensuring their usability for the delivery of the Deliverables and services as per this Agreement (hereinafter the "Assets");
- ii. Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Firm takes control of and/or first uses the Assets and during the entire term of the Agreement;
- iii. Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Firm will be followed by the Firm and any person who will be responsible for the use of the Assets;
- iv. Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Firm or as may, in the reasonable opinion of the Firm, be necessary to use the assets in a safe manner;
- v. Ensure that the Assets that are under the control of the Firm, are kept suitably housed and in conformity with the Applicable Law and terms agreed with the Purchaser;
- vi. Procure permission from the Purchaser or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third-party requirements;
- vii. Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to the Applicable Law.

8 **Financial Matters**

8.1 **Terms of Payment**

- i. Subject to the provisions of this Agreement and subject always to the fulfillment by the Firm of its obligations herein, in consideration of the obligations undertaken by the Firm under this Agreement, the Purchaser shall pay the Firm for the successful delivery of the Services in pursuance of this Agreement, in accordance with the Terms of Payment Schedule set out as Clause V of Chapter-II, Condition of Contract of this Agreement.
- ii. No invoice for extra work/charge order on account of change order will be submitted by the Firm unless the said extra work /change order has been authorized/approved by the Purchaser in writing in accordance with the clause on Change Order.
- iii. In the event of the Purchaser noticing at any time that any amount has been disbursed wrongly to the Firm or any other amount is due from the Firm to the Purchaser, the Purchaser may without prejudice to its rights to recover such amounts by other means, after notifying the Firm to deduct such amount from any payment falling due to the Firm. The details of such recovery, if any, will be intimated to the Firm. The Firm shall receive the payment of an undisputed amount under the subsequent invoice for any amount that has been omitted in the previous invoice by mistake on the part of the Purchaser or the Firm.
- iv. The Purchaser shall not be responsible/obligated for making any payments or any other related obligations under this Agreement to the Firm's vendors. The Firm shall be fully liable and responsible for meeting all such obligations and all payments to be made to its vendors and any other third party engaged by the Firm in any way connected with the discharge of the Firm's obligation under the Agreement and in any manner whatsoever.
- v. All payments are subject to deductions of applicable liquidated damages as provided for in the SLA section of the RFP Document. For the avoidance of doubt, it is expressly clarified that the Purchaser will calculate a financial sum and debit the same against the terms of payment as set out in Schedule II of this Agreement as a result of the failure of the Firm to meet the Timelines and/or Service Level.
- vi. Save and except as otherwise provided for herein or as agreed between the Parties in writing, the Purchaser shall not be required to make any payments in respect of the Services, the Deliverables, obligations, and scope of work mentioned in the RFP Document and this Agreement other than those covered in Schedule II of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of performance of obligations under the RFP Document and Agreement including costs of infrastructure which is to be borne by the Firm as per Terms & conditions in RFP Document, project costs, implementation and management charges and all other related costs including taxes.

8.2 **Invoicing and settlement**

- i. The Firm shall submit its invoices in accordance with the following principles:
 - a) Generally, and unless otherwise agreed in writing between the Parties, the Firm shall raise an invoice as per **Schedule II** of this Agreement; and
 - b) Any invoice presented in accordance with this Clause shall be in a form agreed with the Purchaser.

- ii. The Firm alone shall raise an invoice for all the payments after receiving due approval/ acceptance of the deliverables/ the Services from the Purchaser or any nominated agency. Such invoices shall be correct and accurate and shall be raised in a timely manner.
- iii. Subject to the accomplishment of obligations of the Firm and delivery of the deliverables and the Services to the satisfaction of the Purchaser, payment shall be made by the Purchaser within a reasonable time of the receipt of the invoice along with supporting documents. Payments will be subject to deduction as agreed herein.
- iv. Notwithstanding anything contained in clause (iii) above, the Purchaser shall be entitled to delay or withhold payment of any invoice or part of it where the Purchaser disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. Notice of such withholding shall be provided within a reasonable time of receipt of the applicable invoice. The disputed/withheld amount shall be settled in accordance with the escalation procedure as set out in Section 13 of this agreement which shall be settled within a reasonable time after notice of reference. However, the Purchaser shall release the disputed amounts as soon as reasonably possible, upon resolution of the dispute. Any exercise by the Purchaser under this clause shall not entitle the Firm to delay or withhold performance of its obligations or delivery of Deliverables/Services under this Agreement.

8.3 **Tax and Deductions**

- a. All payments to the Firm shall be subject to the deductions of tax at source under Income Tax Act, and other applicable taxes, and deductions as provided for under any law, rule, or regulation. The Purchaser shall provide the Firm with the original tax receipt of any withholding taxes paid by the Purchaser or its nominated agencies on payments under this Agreement within a reasonable time after payment. All costs, damages, or expenses which the Purchaser may have paid or incurred, for which under the provisions of the Agreement, the Firm is liable, the same shall be deducted by the Purchaser from any dues to the Firm. All payments to the Firm shall be made after making necessary deductions as per terms of the Agreement, including recovery of mobilization advance if any, and recoveries towards facilities if any, provided by the Purchaser to the Firm on a chargeable basis.
- b. The Firm shall bear all personnel taxes levied or imposed on its personnel, vendors, firms, etc. on account of payment received under this Agreement. The Firm shall bear all corporate taxes, levied or imposed on the Firm on account of payments received by it from the Purchaser for the work done under this Agreement. The Firm shall bear all taxes and duties etc. levied or imposed on the Firm under the Agreement including but not limited to Customs duty, Excise duty, and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the Purchaser for work done under the Agreement. It shall be the responsibility of the Firm to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Firm shall also provide the Purchaser such information, as it may be required in regard to the Firm's details of payment made by the Purchaser under the Agreement for proper assessment of taxes and duties. The Firm shall bear all the taxes

if any, levied on the Firm's personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Firm original certificates (Challans) for tax deduction at source and paid to the Tax Authorities. The Firm agrees that it shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Agreement.

- c. The Firm agrees to reimburse and hold the Purchaser or its nominated agencies harmless from and against any claims, losses, expenses (including attorney fees, court fees), etc. arising out of deficiency (including penalties and interest) in payment of taxes that are the Firm's responsibility.
- d. The payment agreed to be made by the Purchaser to the Firm in accordance with the Proposal shall be inclusive of all statutory levies, duties, taxes, and other charges whenever levied/applicable and the Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Agreement and/or Services. In case of change in taxes due to change in law, appropriate Parties shall pass the benefit of the same over and above the Total Contract Value. In case of such change, the Firm shall submit a formal request with necessary supporting documents to the Purchaser. The Purchaser shall verify these documents and if applicable and approved in writing by the Purchaser, the Firm shall incorporate such changes into subsequent regular invoices for payment.

9 **Termination**

9.1 **Termination for default**

- a. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Firm, terminate the contract in whole or part: if the Firm fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the CSCSPV pursuant to conditions of the contract or if the Firm fails to perform any other obligation(s) under the Contract.
- b. In the event Purchaser terminates the Contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those not delivered by the Firm and the Firm shall be liable to bear any excess costs for such similar systems or services. However, the Firm shall continue the performance of the contract to the extent not terminated.

9.2 **Termination of this Agreement due to bankruptcy of Firm**

Where the Firm's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Firm, any failure by the Firm to pay any of its dues to its creditors, the institution of any winding up proceedings against the Firm or the happening of any such events that are adverse to the commercial viability of the Firm, the Purchaser shall reserve the right to take any steps as may be necessary, to ensure the effective transition of the project to a successor Firm, and to ensure business continuity provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

9.3 **Rights other than Termination**

The termination hereof shall neither affect any accrued right or liability of either Party nor affect the operation of the provisions of this Agreement that are expressly or by implication intended to come into or continue in force on or after such termination. The termination provisions set out in this Clause are in addition to any termination rights that the Purchaser may have under this Agreement/RFP document and are in addition to, and without prejudice to, other rights that the Purchaser may have under law and this Agreement.

10 Force Majeure

10.1 **Definition of Force Majeure**

The Firm or the Purchaser, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

10.2 **Force Majeure Events**

A Force Majeure Event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:

- i. is beyond the reasonable control of the affected Party;
- ii. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- iii. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- iv. is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- v. maybe classified as all or any of the following events:
- vi. Such events include:
 - a) act of God like earthquake, flood, inundation, landslide, storm, tempest, hurricane, cyclone, lightning, thunder, or volcanic eruption that directly and adversely affect the performance of services by the Firm under this Agreement;
 - b) radioactive contamination or ionizing radiation or biological contamination (except as may be attributable to the Firm's use of radiation or radioactivity or biologically contaminating material) that directly and adversely affect the performance of services by the Firm under this Agreement;
 - c) industry-wide strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances, as the case may be, not arising on account of the acts or omissions of the Firm and which directly and adversely affect the timely implementation and continued operation of the Project; or
 - d) an act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of a foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days that directly and adversely affect the performance of services by the Firm under this Agreement.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the Firm under this Agreement or the SLA to implement any disaster contingency planning and backup and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrences shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in the performance of Services that directly causes any breach of security like hacking shall not be considered as arising due to forces of nature and shall not qualify under the definition of "Force Majeure". The Firm will be solely responsible to complete the risk assessment and ensure the implementation of adequate security hygiene, best practices, processes, and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

10.3 Notification procedure for Force Majeure

- i. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of the occurrence of such event. If the other party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause
- ii. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

10.4 Allocation of costs arising out of Force Majeure

- i. Upon the occurrence of any Force Majeure event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- ii. Upon the occurrence of a Force Majeure event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:
 - a) Upon the occurrence of an event mentioned in clause 10.2 (i), (ii), (iii), and (iv), the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
 - b) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands, and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant hereof.

10.5 Consultation and duty to mitigate

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Party informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

11

Confidentiality

- i. The Purchaser may allow the Firm to utilize highly Confidential Information including confidential public records and the Firm shall maintain the highest level of secrecy, confidentiality, and privacy with regard to such Confidential Information. The Firm shall use its best efforts to protect the confidentiality, integrity, and proprietary of the Confidential Information.
- ii. Additionally, the Firm shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management, and maintenance of the systems/facilities. The Firm shall use the information only to execute the Project.
- iii. The Purchaser shall retain all rights to prevent, stop and if required take the necessary punitive action against the Firm regarding any forbidden disclosure. The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Firm in relation to a dispute arising out of breach of obligation by the Firm under this clause.
- iv. The Firm may only disclose the Confidential Information in the following circumstances:
 - a) with the prior written consent of the Purchaser;
 - b) to a member of the Firm's Team ("Authorised Person") provided the Authorised Person needs to know the Confidential Information for the accomplishment of the Services and the Authorised Person has executed a confidentiality agreement with the Purchaser prior to receiving such information; and
 - c) if and to the extent that the Firm is compelled legally to disclose the Confidential Information.
- v. When the Firm is aware of any steps being taken or considered to compel legally the Firm or an Authorised Person to disclose the Confidential Information, it shall:
 - a) to the extent legally permitted, defer and limit the disclosure with a view to preserving the confidentiality of the Confidential Information as much as possible;
 - b) promptly notify the Purchaser; and
 - c) do anything reasonably required by the Purchaser to oppose or restrict that disclosure.

The Firm shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Agreement or with the authority of the Purchaser.

- vi. The Purchaser may disclose the information to a third party only with prior written consent of the Firm.
- vii. Furthermore, the Purchaser shall take all steps to ensure that such information is used only for the purpose specified.
- viii. Where the Firm is making available to the Purchaser, information/ intellectual property/ content – the Firm will continue to retain all rights over the content (saving right of use by Purchaser for the specific purpose at hand)

12 Miscellaneous

12.1 Personnel

- i. The personnel assigned by the Firm to perform the Services shall be employees of the Firm and under no circumstances shall such personnel be considered employees of the Purchaser or its nominated agencies. The Firm shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, provident fund, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to the Applicable Law.
- ii. The Firm shall ensure that the Firm's team is competent and professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Agreement. The Firm shall ensure that the Services are performed through the efforts of the Firm's team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Agreement relieves the Firm from its liabilities or obligations under this Agreement to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Agreement and the Proposal to the extent accepted by the Purchaser, the Firm shall be liable for any nonperformance, non-compliance, breach or other loss and damage resulting from either directly or only in case of gross negligence or wilful misconduct, indirectly by or on account of its team.
- iii. The Firm shall appoint any individual as its authorized representative through a written notice to the Purchaser. The Firm's Representative shall have the authority to exercise all of the powers and functions of the Firm under this Agreement other than the power to amend this Agreement and ensure the proper administration and performance of the terms hereof and to bind the Firm in relation to any matter arising out of or in connection with this Agreement. The Firm along with its vendors/third parties shall be bound by all undertakings and representations made by the authorized representative of the Firm and any covenants stipulated hereunder, with respect to this Agreement, for and on their behalf. The Firm's representative shall have all the power requisite for the performance of the work under this Agreement. The Firm's Representative shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works.

The Firm's Representative will extend full co-operation to the Purchaser's representative for supervision/ inspection/ observation of the equipment/ material procedures, performance, reports, and records pertaining to the works. The Firm shall comply with any instructions that are given by the Purchaser's representative during the course of this Agreement in relation to the performance of its obligations under the terms of this Agreement and the RFP DOCUMENT. The Firm's representative shall also have complete charge of the Firm's personnel engaged in the performance of the works and to ensure compliance with rules, regulations, and safety practices. The Firm's representative shall also cooperate with the other service providers/contractors of the Purchaser. Such Firm's representative shall be available to the Purchaser's Representative during the execution of Services.

12.2 Independent contractors

Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement or the SLA and, except as expressly stated in this Agreement or the SLA, nothing in this Agreement or the SLA shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

- i. Incur any expenses on behalf of the other Party;
- ii. Enter into any engagement or make any representation or warranty on behalf of the other Party;
- iii. Pledge the credit of or otherwise bind or oblige the other Party; or
- iv. Commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

12.3 Assignment

- i. All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the Purchaser and the Firm and their respective successors and permitted assigns.
- ii. Except as otherwise expressly provided in this Agreement, the Firm shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- iii. The Purchaser may assign or novate all or any part of this Agreement and Schedules/ Annexures, and the Firm shall be a party to such novation, to any third party contracted to provide outsourced services to the Purchaser or any of its nominees.

12.4 Notices

- i. Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email, or by facsimile transmission.
- ii. In relation to a notice given under this Agreement, any such notice or other documents shall be addressed to the other Party's principal or registered office address as set out below:

To Firm -

Name: _____

Designation: _____

Address: _____

Tel: _____

Email: _____

To Purchaser -

Name: _____

Designation: _____

Address: _____

Tel: _____

Email: _____

- iii. In relation to a notice given under this Agreement, a Party shall specify the Party's address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- iv. Any such notice or another document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- v. Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number, and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

12.5

Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement, including all fees of agents, legal advisors, accountants, and actuaries employed by either of the Parties in connection with the negotiation, preparation, and execution of this Agreement shall be borne solely by the Party which incurred them.

12.6

Entire Agreement

This Agreement with all Schedules and Annexures appended thereto and the contents and specifications of the RFP Document constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraud, misrepresentation, and corrupt practice.

12.7

Amendment

Any amendment to this Agreement shall be made by mutual written consent of the Parties.

12.8

Conflict of Interest

The Firm shall ensure that the Firm shall hold the Purchaser's interests paramount, without any regard for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. The Firm shall disclose to the Purchaser in writing, all actual and potential conflicts of interest

(as such term is detailed in the RFP Document) that exist, arise, or may arise (either for the Firm or the Firm's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict and shall seek instructions from the Purchaser.

12.9 **Data Protection:**

Store all Purchaser's confidential information and personal data within India and in accordance with all applicable India data protection laws and regulations, including but not limited to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

13 **Governing Law and Dispute Resolution**

- i. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.
- ii. Parties shall use all reasonable efforts to amicably resolve and settle any dispute arising out of or in relation to or in connection with this Agreement by referring the dispute to the competent authority.
- iii. In the case of dispute arising out of or in relation to or in connection with the Agreement between the Purchaser and the Firm, which has not been settled in accordance with Clause 13 (ii) above within 15 days from the date of reference of the dispute to the competent authority, any Party can submit the dispute for arbitration to The Managing Director, CSCSPV who shall appoint a suitable arbitrator acceptable to both the parties as per provisions of the General Conditions of Contract for Services, 2018 (along with all its amendments so far.)
- iv. The arbitration shall be conducted in India in accordance with the Rules and Procedures of the Arbitration and Conciliation Act of 1996 as amended by the Arbitration and Conciliation (Amendment) Ordinance, 2015 or any re-enactment or modification thereof.
- v. Arbitration proceedings shall be held at a mutually agreed location and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.
- vi. The decision of the arbitrator shall be final and binding upon both Parties. The expenses of the arbitration as determined by the arbitrator shall be shared equally by the Purchaser and the Firm.

However, the expenses incurred by each Party in connection with the preparation, shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

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

For and on behalf of Purchaser

(FIRST PARTY) Signature:

Name:

Designation:

In witness of:

Signature:

Name:

Designation:

Address:

For and on behalf of Firm
(SECOND PARTY) Signature:

Name:

Designation:

In witness of:

Signature:

Name:

Designation:

Address:

14 Schedules

14.1 Schedule I – Definitions

- 1) 'Agreement' means this Master Services Agreement and includes the RFP Document, the Proposal, the Letter of Award issued by the Purchaser, the Acceptance of Letter of Award from the Firm together with all Annexures, Schedules, referenced documents and all amendments, corrigendum, addendums and changes thereto;
- 2) 'Applicable Law(s)' means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
- 3) 'Assets' shall have the same meaning ascribed to it in Clause 7;
- 4) 'Confidential Information' means all information including Purchaser's Data (whether in written, oral, electronic, or other formats) which relates to the technical, financial, and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
- 5) 'Control' means, in relation to any business entity, the power of a person to secure:
 - a. by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or
 - b. by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first-mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one-half of the assets, or of more than one half of the income, of the partnership;
- 6) 'Deliverables' means the documents and services etc. agreed to be delivered by the Firm in pursuance of the Agreement as defined more elaborately in the

RFP Document and includes all documents related to the user manual, technical manual, design, process, and operating manuals, service mechanisms, policies and guidelines (such as security-related, data migration-related), inter alia payment and/or process-related, etc., source code and all its modifications;

- 7) 'Effective Date' shall have the same meaning ascribed to it in Clause 3;
- 8) 'Force Majeure' shall have the same meaning ascribed to it in Clause 10;
- 9) 'Parties' means the Purchaser and the Firm for the purposes of this Agreement and "Party" shall be interpreted accordingly;
- 10) 'Performance Bank Guarantee' or 'PBG' means the performance bank guarantee to be provided by the Firm to the Purchaser as provided in the RFP Document;
- 11) 'Project' means Design, Development, and Implementation of Customer/ Citizen Centricity Program for CSCSPV, specified in the RFP Document;
- 12) 'Proposal' shall have the meaning ascribed to such term in WHEREAS clause of this Agreement;
- 13) 'Purchaser' shall have the meaning ascribed to such term in Parties clause of this Agreement;
- 14) 'RFP Document' shall have the meaning ascribed to such term in the WHEREAS clause of this Agreement;
- 15) 'Scope of Work' means the Services, Deliverables, and other products and services to be provided by the Firm as specified in the RFP Document;
- 16) 'Services' means the services delivered or to be delivered by the Firm as specified in the RFP DOCUMENT and includes any Deliverables to be provided as part of the Services or Scope of Work;
- 17) 'Service Level(s)' means the service level parameters and targets and other performance criteria which will apply to the Services and Deliverables as described in the RFP Document;
- 18) 'SLA' or 'Service Level Agreement' means the service level agreement specified in the RFP Document;
- 19) 'Term' shall have the same meaning ascribed to it in Clause 3;
- 20) 'Timelines' means the project milestones for the performance of the Scope of Work and delivery of the Services as described in the RFP Document;
- 21) 'Total Value of Contract' means the amount quoted by the Firm (inclusive of taxes) in its commercial proposal.
- 22) 'Firm' shall have the meaning ascribed to such term in the Parties clause of this Agreement.

14.2 **Schedule II – Project Deliverables and Payment**

- i. Project Deliverables – As per Chapter-IV of the RFP document
- ii. Payment Schedule –As per clause 8 of Chapter-II of the RFP document.

CHAPTER- VII
(Other Standard Form)

ANNEXURE-I

BIDDER PARTICULARS
(Enclose with Technical Bid)

1. Name of the Bidder :
 2. Address of the Bidder :
 3. Name & address of the person :
to whom all references shall be
made regarding this RFP
enquiry.
- Telephone :
- Fax :
- e-mail :

Witness:

Signature

Name

Address

Date

Signature

Name

Designation

Company Seal

Date

ANNEXURE-II

BID FORM

(Enclose with Technical Bid)

Date: ____/____/____

The Managing Director
CSC e-Governance Services India Ltd.
Plot no. 238, Industrial Area, Okhla Phase III,
New Delhi - 110020

Sir,

Having examined the Bid Documents of **RFP NO.** _____
We, _____, offer to supply and deliver _____
(Name of the Firm)

(Description of Stores and Services)

in conformity with the said RFP provisions for sums as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

We undertake, if our bid is accepted, to complete delivery, installation and commissioning of the System as per the schedule specified in the RFP.

We further undertake that, if our bid is accepted, we shall furnish **Contract Performance Security for 3%** of the value of the Contract Price, within 14 days of award of Contract, extendable by another 14 days with the approval of competent authority from CSCSPV. Performance Security (Security Deposit) will be in the form of Account Payee Demand Draft, Fixed Deposit receipts, Insurance Bond, Bank guarantee from a commercial bank in an acceptable form, irrespective of its registration status and shall be valid for a period of 90 days beyond the date of completion of all contractual obligation as per **terms and conditions** of the RFP.

We agree to abide by this bid for a period of 6 calendar months from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of Contract Form (Chapter 6) and agree to abide by terms and conditions in the same.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders and/or procure the available and compatible items/ equipments under DGS&D Rate Contract.

SIGNATURE AND SEAL OF BIDDER

ANNEXURE– III

RFP ACCEPTANCE LETTER

(To be given on Company Letter Head)

(Enclose with Technical Bid)

Date: _____

To,

The Managing Director
CSC e-Governance Services India Ltd.
Plot no. 238, Industrial Area, Okhla Phase III,
New Delhi - 110020

Sub: Acceptance of Terms & Conditions of RFP.

RFP Reference No: _____

Name of RFP / Work: -

RFP FOR OUTSOURCE OF AN AGENCY FOR DESIGN, DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER/CITIZEN CENTRICITY PROGRAMME FOR CSCSPV.

Dear Sir,

1. I/ We have downloaded / obtained the RFP document(s) for the above mentioned 'RFP/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I / we have read the entire terms and conditions of the RFP documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the RFP conditions of above-mentioned RFP document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this RFP are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this RFP/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE- IV

UNDERTAKING

(Order no. F.No.6/18/2019-PPD, MoF, dated 23.07.2020)
(To be given on Company Letter Head)

Date: _____

To,

The Managing Director
CSC e-Governance Services India Ltd.
Plot no. 238, Industrial Area, Okhla Phase III,
New Delhi - 110020

**Sub: Undertaking in regards to order No. F.No.6/18/2019-PPD, Ministry of Finance,
Department of Expenditure dated 23.07.2020.**

RFP Reference No: _____

Name of RFP / Work: -

**RFP FOR OUTSOURCE OF AN AGENCY FOR DESIGN, DEVELOPMENT AND
IMPLEMENTATION OF CUSTOMER/CITIZEN CENTRICITY PROGRAMME FOR CSCSPV.**

Dear Sir,

I/ We have downloaded / obtained, have read the order No. F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure dated 23.07.2020 and accordingly, we hereby declare the following:-

“I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/We certify that our company/firm i.e. _____ is not from such a country and I/We hereby certify that our company/firm i.e. _____ fulfills all requirements in this regards and is eligible to be considered.

OR

“I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/We certify that our company/firm i.e. _____ is _____ from _____ (Name of Country) and has been registered with the Competent Authority i.e. DPIIT vide no. _____ dated _____ (copies of valid registration to be attached) and I/We hereby certify that our company/firm i.e. _____ fulfills all requirements in this regards and is eligible to be considered.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE– V

Undertaking on Manpower Capability

(To be submitted on the Letter head of the bidder)

Dated:

To,
The Managing Director
CSC e-Governance Services India Ltd.
Plot no. 238, Industrial Area, Okhla Phase III,
New Delhi - 110020

Subject: Statement on Manpower Capability

Sir/Madam,

This is to certify that the number of full-time employees having experience in Consultancy and related Services such as i) Business design/ Business consulting (ii) Large-scale design, development, deployment of training and mindset change programs <<Bidder's Name>> is minimum Twenty-five (25) as on 31.01.2023. Details are as under:

Sr. No.	Name	Qualification	Experience (in completed months)	Area of Expertise

For <Bidder's Name>
HR / CEO Signature (with Organization Stamp)
HR / CEO Name

ANNEXURE– VI

Undertaking of not being Ineligible / banned / blacklisted / debarred

(To be submitted on the Letterhead of the Bidder)

Dated:

To,

The Managing Director
CSC e-Governance Services India Ltd.
Plot no. 238, Industrial Area, Okhla Phase III,
New Delhi - 110020

Sub: Undertaking of not being Ineligible / banned / blacklisted / debarred

Sir/Madam,

I/We declare that our company is not ineligible / banned / blacklisted / debarred in any manner whatsoever by any State Government, Central Government or any other Public sector undertaking or a Corporation or any other autonomous organization of Central or State Government as on Bid submission date.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Bidder:

Full Address:

Company Seal:

ANNEXURE– VII

Curriculum Vitae (CV) of Proposed Core Team Members

S. No	Type of Information Required	Details Submitted			
1.	Name of the Person				
2.	Proposed Role in the Project				
3.	Academic Qualifications* (* Details to be provided for all the relevant degrees)	Degree	Year of Passing	Institution/ University	Specialization (If Any)
4.	Professional Certifications (if any)				
5.	Total Experience (Years)				
6.	Number of Years with the Current Employer				
7.	Summary of the Professional Experience				
8.	Employment record (Details to be provided for all the employers till date)	From - To	Employer	Position Held	
9.	Past Assignment Details (Details to be provided for all the Projects/Assignments till date)				
	Project name				
	Client				
	Key project features in brief				
	Location				
	From-To (Duration)				
	Role				
Responsibilities and activities					

ANNEXURE–VIII

POWER OF ATTORNEY FORMAT FOR AUTHORISED SIGNATORY

(To be executed on non-judicial stamp paper of Rs 100/-. The stamp paper should be in the name of the Firm / Company who is issuing the Power of Attorney in favour of Authorized Signatory).

POWER OF ATTORNEY

Know all men by these present, we do hereby constitute, appoint and authorize Mr./Ms. who is presently employed with us and holding the position of . . . as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work ofincluding signing and submission of all documents and providing information/ responses to CSCSPV in all matters in connection with our RFP for the said work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this. day of 202...

Place:

(Signature.....),

Name & Designation in Block letters of

Person authorized to sign Power of Attorney

for and on behalf of the Applicant RFPer)

Common Seal of Company

I accept.

(Signature of Authorized Signatory)

- i) Name, Designation, mobile number and email of Authorised signatory

Witness:

Witness 1:

Name :

Address :

Occupation :

Notes:

Witness 2:

Name :

Address :

Occupation :

(a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

(b) The obligations to CSCSPV will not be affected by changes in the composition of the firm made subsequent to the opening of the RFP / execution of the contract and / or grant of Revised Power of Attorney, if any, by the RFPPer. However, changes in composition of the Firm and / or Revised POA should be promptly advised in writing to the RFP Issuing Authority / Contract Signing Authority as the case may be.

ANNEXURE-IX

Undertaking on Conflict of Interest
(To be submitted on the Letterhead of the bidder)

Dated:

To,
The Managing Director
CSC e-Governance Services India Ltd.
Plot no. 238, Industrial Area, Okhla Phase III,
New Delhi - 110020

Sub: Undertaking on Conflict of Interest

Sir/Madam,
I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with the CSCSPV.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold CSCSPV harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by CSCSPV and/or its representatives, if any such conflict arises later.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Company Seal:

ANNEXURE– X

Undertaking on Personnel

(To be submitted on the Letterhead of the bidder)

Dated:

To,
The Managing Director
CSC e-Governance Services India Ltd.
Plot no. 238, Industrial Area, Okhla Phase III,
New Delhi - 110020

Sir

Sub: Undertaking on Personnel

1. I/We do hereby undertake that those persons whose CVs have been submitted as part of technical proposal shall be deployed during the project as per our bid submitted in response to the RFP.
2. I/We undertake that any of the above personnel shall not be removed or replaced without the prior written consent of the CSCSPV unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
3. Under exceptional circumstances, if the above personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by the CSCSPV. The CSCSPV will have the right to accept or reject these substitute profiles.
4. I/We also undertake to staff the project with competent team members in case any of the proposed team members leave the project either due to voluntary severance or disciplinary actions against them.
5. I/We acknowledge that the CSCSPV have the right to seek the replacement of any member of the project team being deployed by us, based on the assessment of the CSCSPV that the person in question is either incompetent to carry out the tasks expected of him/her or does not really possess the skills /experience/qualifications as projected in his/her profile or found to breach the ethics.
6. In case I/We assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Company Seal:

ANNEXURE-XI

INTEGRITY PACT

PRE-CONTRACT
BETWEEN

INTEGRITY

PACT

CSCSPV
AND

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the ____ (month and year) between, on one hand, the President of India, acting through Shri ____, designation of the officer, Ministry of External Affairs, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S ____ represented by Shri ____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (name of the Stores/ Equipment/ Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry of the Government of India performing its functions on behalf of the President of India.

NOW,

THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in

any form, by its officials by following transparent proceduresThe parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or

other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the

BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of RFP.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the RFP process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the RFP process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

5.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

6.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors

7.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the Central Vigilance Commission.

7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8. The Monitor will submit a written report to the Foreign Secretary, Ministry of External Affairs, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

10. Other Legal Actions
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on ____

BUYER
Name of the Officer.

BIDDER

Designation

Witness Witness

1. _____ 1. _____

2. _____ 2. _____

Annexure XII

Undertaking for Truthfulness/ Correctness of the DOCUMENTS submitted/uploaded by the bidder along with the RFP

(The undertaking should be on a non judicial stamp paper of Rs 100/-)

I..... (Name and designation)* appointed as the attorney/authorized signatory of the bidder (including its constituents),
M/s.....(hereinafter called the bidder) for the purpose of the bidder documents for the work of.....as per the RFP No.of (CSCSPV), do hereby solemnly affirm and state on the behalf of the RFPPer including its constituents as under

1. I/We the bidder (s) am/are signing this document after carefully reading the
2. I/We the bidder(s) also accept all the conditions of the RFP and have
3. I/We hereby declare that I/we have downloaded the RFP documents from GeM Government of India portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the RFP document. In case of any discrepancy noticed at any stage i.e. evaluation of RFP, execution of work or final payment of the contract the master copy available with the CSCSPV Administration shall be final and binding upon me/us.
4. We declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the RFP by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by are found to be forged/false or incorrect at any time during process for evaluation of RFP, it shall lead to forfeiture of the RFP EMD besides banning of business for a period of up to five year. Further, I/we (insert name of the bidder)**.....and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

SEAL AND SIGNATURE OF THE BIDDER

***** **END OF RFP DOCUMENT** *****