

REQUEST FOR PROPOSAL
FOR
SELECTION OF DISTRICT SERVICE PROVIDER(S) FOR
ESTABLISHMENT / OPERATIONS OF COMMON SERVICE
CENTERS/ JAN SUVIDHA KENDRA IN <NAME OF
DISTRICT> DISTRICT

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Acronyms

B2C	Business to Citizen
CeG	Centre for e-Governance
Centre(s)	Common Service Centre(s) / Jan Suvidha Kendra(s)
DeGS	District e-Governance Society
DIO	District Informatics Officer
DM	District Magistrate
DSP	District Service Provider
GoUP	Government of Uttar Pradesh
G2C	Government to Citizen
ICT	Information and Communication Technology
IT	Information Technology
NIC	National Informatics Centre
RFP	Request for Proposal
SSDG	State Service Delivery Gateway
SPOC	Single Point of Contact
SCO	Service Center Operator

1. Background

1.1 Project Background

This Request for Proposal (RFP) is being released by the District e-Governance Society < Name Of the District>, for implementation of the Common Services Centers (CSCs also known as Jan Sewa Kendra in the District of < Name of District>). The successful bidders shall enter into an agreement with the District e-Governance Society after the bidding process is complete.

Modern administrative systems have become more and more information-based. This has profoundly altered the environment in which Governments, Citizens and other organizations operate. It has also influenced the way in which new systems are being designed. Common Service Centers/ Jan Suvidha Kendras are an excellent e-Governance initiative of Govt. of Uttar Pradesh being implemented at each District Level. The initiative is not only giving a practical shape to the Right of the Citizens to receive Government Services near to their home. These centers are also creating job opportunities for the educated but unemployed youth of the Districts of UP. Common Service Center is a unique public private partnership program, which gives citizens an opportunity to interact with the Government without coming to any Government office.

The Jan Seva Kendras have been envisioned as the front end delivery points for the Government, Business and Social Services to the rural citizens.

As on <Month, Year of floating the RFP >, <No of Common Service Centres/Jan Seva Kendras> are actively running and delivering the Government Services in <District Name> District. Instead of coming all the way to the District Office, the citizens can now avail various Government Services at the nearest Jan Seva Kendra itself. Services/ information like Land Records, Employment Information, Caste, Income, Domicile certificate etc are available online now. To ensure transparency, details of developmental works, ration allotment to fair price shop dealers, money sent to Gram Sabhas etc. are made available to people. The CSC system not only gives citizens an avenue to track the progress on their grievance, but also provides the District Magistrate an effective tool to monitor the performance of various Departments. CSC also provides details of various Government schemes, Government prescribed forms, details of developmental work in the District, lists of old age pensioners, lists of scholarship beneficiaries, Funds allotted in various Govt schemes, allotment of food grains to kotedars, allotments of funds to gram panchayats etc.

1.2 Objectives

- a. To establish Centres/Kiosks for facilitating citizens of urban and rural areas across the District.

- b. To bring all the Centres under unique set of rules and regulations and manage them under the umbrella of DSP which acts as a bridge between owners of the Centres and District Administration / District e-Governance Society.
- c. To create proper monitoring mechanism and uniqueness in the charges for the services / Revenue Model for registration / Renewal of Centres,
- d. To deliver the Government Services to the urban, semi-urban and rural population through Centres so that they do not have to approach to the District Collectorate, Tehsils, Blocks and other Govt offices.

1.3 RFP Notice

- a. The District e-Governance Society of < Name of the District > invites offers from interested bidders to establish the Common Service Centers in the Urban, and Rural area of the District. This document is just an invitation to make an offer and does not in any way create any kind of binding relationship till the finalization of the bid process.
- b. Center for e-Governance which is the State Designated Agency for implementing e-Governance in the State of Uttar Pradesh has issued a List of Districts as per Annexure D where similar Common Service Centers are proposed to be established. This RFP is being issued for as one of the 45 Districts across the State of Uttar Pradesh, where the selection of the District Service Provider is to be done. A bidder may apply for any number of Districts as per his choice but the total number of Districts allotted to any successful bidder shall be restricted to not more than 20 Districts. The final selection of District Service Provider shall be made at the Center for e-Governance, Lucknow as per the criteria mentioned elsewhere in this document.
- c. The project involves setting up of e-enabled Centres at urban, semi-urban and rural areas of these District for delivery of G2C and B2C services to the citizens. These centres will be managed by private partners called as "District Service Provider (DSP)". The rates of services to be rendered through this system as per the current GO of the Department of IT & Electronics, Government of Uttar Pradesh are as given below:

S.No.	Category of Service	Rates per Transaction (in INR)	DeGS Share (in INR)	CeG Share (in INR)	Department Share (in INR)	DSP's/Centre Owner Share (in INR)
1	G2C Services (as provided in Annexure (A) except Khatauni Servic)	20	3	2	5	10
2	Khatauni Service	30	3	2	10	15

"The revenue sharing and its transfer mechanism between DSP & Centre Owner shall be decided by their mutual consent."

- a. Interested bidders are advised to study the RFP document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- b. Interested bidders may obtain the RFP from the office of <Name of office> or download it from ceg.up.nic.in or infotech.up.nic.in websites.
- c. All Bid documents must be accompanied by a non-refundable Bid Security of <Amount of Bid Security > in the form of DD in favour of <Name of individual/office>.

1.4 Critical Information

S.No.	Information	Details
1.	Date of publication of RFP notice	<Date=T>
2.	Last date for submission of written queries for clarifications	<Date=T+6>
3.	Release of response to clarifications	<Date= T+10>
4.	Last date and time for receipt of Bids	<Date=T+21>
5.	Last Date for Submission of Priority List For District Selection	<Date=T+21>
6.	Place, Date and Time of opening of Technical Bids	<Place, Date= T+23 & Time>
7.	Place, Date and Time of opening of Financial Bids	<Place, Date=T+30 & Time>
8.	Date For sending Technical and Financial Score Sheet by DeGS to CeG	Date=T+35
9.	Finalization of DSP List by CeG	<Date=T+45>
10.	Contact Person for any Query	<Name, Address & Contact No>
11.	Cost of RFP document (non-refundable)	Rs.5000

1.5 Context of the RFP

- The overall objective of this RFP is to select Organizations/ Firms to run the Centres in Urban and rural areas of the Districts aforementioned. The Selected Agency would be responsible for running the centres in the district to deliver the G2C and B2C services to the citizens.
- District e-Governance Society <Name of the District> has to select DSP(s) from the bidder Organizations/ Firms by evaluating their Technical Capabilities regarding their experience in delivering the G2C services, proposed methodologies etc. as per criteria given in this RFP document.

1.6 Scope of Work

- a. DSP shall establish at least one Jan Seva Kendra in the Urban area, between a population of 10000 with an equitable distribution. The distance between the two centers must not be less than 1Km. The number of centers to be established in the rural area is given in the Annexure D. There should be one Common Service Center in a group of 6 villages in the rural areas.
- b. The DSP will integrate suppliers, partners, the State Government, the CSCs and Customers into a Web enabled value chain. The key challenges for DSP would be to manage secured, safe and trusted service delivery channel on one hand and integrate pieces of service delivery chain on the other. DSP would host applications in the Centralized Data Center and applications via the internet. The DSP will maintain the security and integrity of the Data, business processes and transactions at all the times and protect all the assets of the project, intellectual and physical. The DSP will assume complete responsibility for the managerial, Financial and technical, HR, Logistics and other resources and ensure viability, visibility and high quality performance of the CSCs.
- c. The DSP shall act as a Service Access Provider and Network manager for the CSCs. For this purpose it is expected that the DSP should consider setting up of a portal for enabling access to the services of the non-Government businesses and make them available to the CSC access points.
- d. The DSP would select such Computer Centres / Cyber Cafe owners and other enterpreneur in IT related business only in urban and rural areas of the District who fulfill the basic infrastructure requirement for provision of G2C and B2C Services to the citizens. DSP shall give preference to the exisiting Jan Seva Kendra / Lokvani Kendra Owner. DSP has to ensure that Centres Owner should have a minimum one computer set with broadband connection of at least 512 kbps speed and antivirus installed, multifunction printer (photocopier, scanner and printer), web-cam, a wardrobe to store the hard copies / documents received from the citizens etc.
- e. DSP shall establish one office at each District with minimum 3 resources (manpower).
- f. DSP shall ensure the proper management of the hard copies / documents received from the citizens and delivery of certificates to the citizens.
- g. DSP shall be required to manage the Centres on self-sustaining model.
- h. DSP could add private domain services other than Government Domain services to service basket for the sustainability of the model. However, the same should be in conformity with guidelines issued by District Administration / District e-Governance Society from time to time. DSP or its authorized Centre owner would be accountable for rendering these services. DSP shall ensure the delivery of B2C services from the Centres for making the centres financially viable.
- i. DSP will provide financial statements for reconciliation purposes to DeGS as and when required. Facilities for e-payments should also be made available.

1.7 Key Deliverables

- a. The DSP shall roll out the Centres as per the roll out plan in consultation with the District Administration /DeGS in the District. The DSP will ensure the delivery of Government services as directed by the District Administration/DeGS from the proposed Centres.
- b. The DSP will ensure regular interaction with the District Administration/DeGS every week to update them about the progress in the roll out of Centres and other issues and challenges faced in the roll out.
- c. The DSP shall be responsible to impart training to the center operators on a regular basis and shall keep them apprised of the new developments and changes made by the state in the processes.

1.8 Centre Owner Selection Criteria

- a. It is envisaged that the Centre Owner should be youth in the age group of 20-40. However, age will not be restricting criteria.
- b. Minimum education qualification of the Centre Owner should be a 12th pass from any recognized board.
- c. DSP shall give preference to the existing Jan Seva Kendra / Lokvani Kendra Owner then Cyber Cafe, Computer Centre Owners and Agents of Various Business Services such as IRCTC, BSNL etc.
- d. The Centre Owner should be fluent in reading and writing the local dialect as well as have basic level knowledge of English language.
- e. The Centre Owner should be well versed in basic operations of the computer and usage of standard applications. Otherwise, the DSP should arrange for the selected Centre Owner to be trained in Basic Computer operations/ usage.

1.9 Operational Guidelines for DSP

1.9.1 Scheme Rollout Period

- a. The DSP will be required to establish the Centres as per the time schedule prescribed by the DeGS. The DSP shall manage the Centres for 4 years from the date of signing the MSA with DeGS. The MSA would be signed within 30 days from the issuance of the Letter of Intent (LoI). The time frame for complete roll out (100%) of Centres shall be one year from the Date of Signing of the agreement with the DeGS. The DSP shall establish, operate and manage the centres for overall duration of 4 years including the first year of roll out of centers.
- b. At the end of 4 years period, the terms and conditions of the Service Level Agreement between the DeGS and DSP will be reviewed and a new agreement may be formulated for the next 4 years or for such period as the DSP may decide with mutual consent.
- c. Once the DSP signs an agreement with the DeGS, the DSP has to formulate and submit a detailed plan of implementation. It may be noted that the timelines and the service level agreements will be enforced strictly. Any delay in implementation of the Centres within the stipulated period would be deemed as an event of default.

1.9.2 Key Guidelines

Following are some of the key operational guidelines for the DSPs to conduct and run the Centres:

- a. **Mandatory delivery of G2C Services:** The Centres will have to provide all the provisioned e-Governance services as approved and decided by the District Administration/DeGS to the citizens. The DSP would charge fees for the e-Governance services as **prescribed by the State Government from the time being in force**. However, the DSP would be free to decide charges for the non-government services with due approval by DeGS.
- b. **DSP-Centre Owner Relationship:** The Centre Owner are preferred to be Existing Lokvani / Jan Seva Kendra Owner, Computer Centre / Cyber Cafe Owners / Agents of Various Business Services and other enterpreneur in IT related business who will have profit sharing arrangements with the DSP. In order to safeguard the interest of the Centre Owner participating in the scheme, following guidelines need to be adhered by DSP:
 - I. **Capital Investments:** Business model of DSP envisages Capital Investments to be made by Centre Owner in the Centre infrastructure.
 - II. **Security deposits for Centre Infrastructure and Franchisee Fee:** In case, business model of DSP envisages any security deposits (in form of Bank guarantee/Demand draft etc) to be made by Centre Owner, It needs to be finalized with due approval of DeGS. This security deposit must be refundable within 3 months, after the completion/ termination of the DSP - Centre Owner contract as per the terms of the contract.
 - III. **Recurring Expenses:** All monthly recurring expenditures are to be borne by Centre Owner.
 - IV. The DSP needs to establish a grievance redressal mechanism for sorting out the DSP- Centre Owner contractual and operational issues.
 - V. While terminating the Centre owner, DSP shall take the prior permission of the District Magistrate/ District e-Governance Society.
- c. **Location of Centres:** DSP will take a prior approval from DeGS regarding locations of the centres to be opened. DeGS will decide on the number of Centres to be opened in the Urban areas of the district based on the population and requirement in the District. The number of mandated Centers in the rural areas is provided in matrix given in the Annexure D.
- d. **Timings of Operation:** The Centres will function for a minimum of 8 hours on all days notified as working days by the DeGS. On all Sundays and public holidays, excluding the National Holidays, Centres will function for a minimum of four hours. This is only indicative and can be different as will be prescribed by the DeGS.
- e. **Service Level Agreements:** DeGS will prepare an Agreement and sign with DSP, based on the Rules and Regulation in this RFP.

- f. **Adherence to Service Level Metrics:** DSPs are expected to ensure strict observance of Service Level Metrics laid out in this RFP document. The DSP shall ensure that the Centre Owner keeps a citizen charter / GOs of the complete list of services available at the Centre, time taken for delivery and pricing of the various services prominently. In the event that DSP fails to achieve agreed Service Levels, the DSP would have to pay liquidated damages as prescribed in this RFP document Annexure 4.7.
- g. The DSP will obtain all applicable statutory clearances for providing all G2C and B2C services at the Centres.

2. Bid Process

2.1 General Terms & Conditions of RFP

- a. The Agency/Agencies selected by the District / DeGS shall be called District Service Provider(s) (DSPs).
- b. The selection of the DSP will be for a period of 4 Years from the date of signing of contract. Before issue of Work Order, the DSP shall submit a single security in the form of Fixed Deposit or Performance Bank Guarantee (Annexure - Form 4) in favour of District e-Governance Society, <Name of the District> for <Amount> valid until 4 years. The performance bank guarantee shall be Rs.25,00,000/- (Twenty Five Lacs Only) per district.
- c. This security shall be returned to the DSP within 30 days after expiry of the MoU / Agreement after satisfactory reconciliation of accounts between the DSP and the DeGS.
- d. The DSP and DeGS shall work together in the respective areas/fields for providing quality services.
- e. At the time of allotment of the work to the DSP, an MoU / Agreement defining the terms and conditions of the RFP will have to be signed between DeGS and the DSP.
- f. If the DSP hides some information, gives wrong information, or is found misrepresenting, selection of that DSP shall be liable to be cancelled.

2.2 Eligibility & Evaluation Criteria

The following criteria must be fulfilled by any organization willing to become a DSP:

2.2.1 General Criteria

- a. The Applicant should be a registered company/Partnership firm/LLP/society (as defined in related Act).
- b. The Applicant should have completed at least 3 Complete Financial years of existence since its inception as per certificate of incorporation/registration.
- c. Applicant should not have been blacklisted or declared ineligible for corrupt and fraudulent practices by any Central/State Government /affiliate or Public Sector undertaking. Self-certification from authorized signatory will be required to submit along with the Bid.
- d. The Applicant should have experience in implementing IT/e-Governance projects having direct interface with citizens/Govt. agencies/PSUs/Government Undertakings.

2.2.2 Financial Criteria

Annual Turnover of the applicant averaged over the last 3 Financial years must be at least Rupees 3 Crore for bidding in one district. The bidder is free to bid for any number of Districts in the State but at the time of allotment of District to the successful bidder the average

turnover of the bidder should be minimum Rs.3 Crore per District. For Example If the bidder has applied for 6 Districts and is declared successful in 4 Districts then the average turnover over the last three Financial Years of the Bidder must be a minimum of Rs.12.0 Crore (Rs. 3 Crore X 4 Districts).

2.2.3 The Bidding Documents

- **Cost of Bidding**

- I. The Bidder shall bear all costs associated with the preparation and submission of its bid and Society, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- II. This RFP document is available on the website "<district website link>" to enable the bidders to view and download the bidding document. The bidders shall have to pay tender fee of Rs 5000 (Five Thousand Only) through Demand Draft or Banker's Cheque payable in favor of the District e-Governance Society, <District Name>.
- III. The Bidder shall submit, along with their bids, Earnest Money Deposit of Rs 3,00,000/- (Three Lacs Only) through Demand Draft or Bank Guarantee issued by any Scheduled bank in favor of the District e-Governance Society, at <District Name> and should have validity for 3 months from the due date of the tender RFP.
- IV. RFP document fee will be non-refundable to the bidders.

- **Contents of Technical Bid**

Bidding procedures and other terms and conditions are prescribed in the RFP. The Technical Bid document should include details about the following:

- a. About the Organization / Firm,
- b. Roles & Responsibilities of DSP as per their understanding about this Project,
- c. Approach & Methodology for implementation,
- d. Work Plan,
- e. Business Plan / Revenue Model,
- f. Annexure:
 - I. Form 1: Notice to Submit Request for Proposal
 - II. Form 2: Turnover during Last 3 Years (CA Certificate to be attached)
 - III. Form 3: Experience in implementing IT/e-Governance Projects
 - IV. Earnest Money Deposit.
 - V. Checklist: Mandatory Supporting Documents
 - VI. Exhibit 1: Table of Service Level Metrics

- VII. Exhibit 2: Liquidated Damages
- VIII. Annexure (A) - List of services being provided at present
- IX. Annexure (B) - Bidder Details

The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required as per the RFP or submission of a bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of his bid.

- **Clarification of Bid**

The prospective bidder may seek clarifications by sending its written queries to DeGS within one week from the date of publication of the RFP in the news paper.

- **Amendment of RFP Documents**

At any time prior to the deadline for submission of bids, DeGS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by amendments. Such amendments shall be intimated through corrigendum and shall form an integral part of bid documents. The relevant clauses of the RFP shall be treated as amended accordingly.

2.2.4 Preparation and Submission Of Bids

- **Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Society shall be written either in Hindi or English language. Only English numerals shall be used in the bid.

- **Period of Validity of Bids**

- a. Bids shall remain valid for 180 days after the date of bid opening prescribed by DeGS. A bid valid for a shorter period shall be rejected by DeGS as nonresponsive.
- b. In exceptional circumstances, DeGS may solicit the Bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing.

- **Submission of Technical & Financial Bid**

- a. Bidders should submit their Technical Bid physically by duly filling and signing each page of bid documents along with all required enclosures in sealed cover clearly marked on the top of the envelop " Technical Bid for Selection of District Service Provider for Establishment/Operations of Jan Seva Kendras at Urban and Rural Areas of < Name of District> District" and should reach <Name and address of DeGS office>, on or before the last date and time mentioned in the RFP.
- b. For delay in submission of bids due to any reasons, the bidders shall only be held responsible.

- **Sealing and Marking of Financial Bid**

Financial Bid (as per Annexure (C) -Format for Financial Bid) have to be submitted in separate sealed envelope. The envelope containing Financial Bid should indicate " Financial Bid for Selection of District Service Provider for Establishment/Operations of Jan seva Kendras at Urban,Semi-Urban and Rural Areas of < Name of District > District".

- **Submission of Priority List**

The bidders who wish to bid for one or more than one district shall submit a "PRIORITY LIST OF DISTRICTS" to the CeG before the opening of the Technical bids in the Districts .The bidder shall submit the priority list of the Districts to be allotted to him in case of him being declared successful in more than one District. This list shall contain the bidders choice in order of preference of the Districts to be allotted to him in case of him being declared successful in more than one District.This list shall be submitted with the "**Center For e-Governance**", **1St Floor, Upton Building, Near Gomti Barrage, Gomti Nagar, Lucknow-226010** by the mentioned date in the document in a separate sealed envelope super scribed by "Priority List" (applicable where the bidder have submitted bids for one or more than one District in the State)

- **Deadline for Submission of Bids**

- a. Bids must be submitted by the bidders in sealed cover addressed to DeGS not later than <Date and Time>.
- b. DeGS may, at its discretion, extend this deadline for submission of bids by amending the RFP Document, in which case all rights and obligations of DeGS and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- **Late Bids**

Once the bid submission date and time is over, the bidder can not submit its bid.

- **Withdrawal and Resubmission of Bids**

- a. At any point of time, a bidder can withdraw its bid submitted before the bid submission end date and time.
- b. No bid can be resubmitted after the deadline for submission of bids.

2.2.5 Bid Opening and Evaluation Of Bids

- **Opening of Technical Bids by Society**

- a. DeGS will open all technical bids at <Date and Time >. In the event of the specified date of bid opening being declared a holiday for District Administration /DeGS then the bids shall be opened on next working day and at the same scheduled time in the office of DeGS.

- b. The bids of only those bidders shall be considered for evaluations that are found responsive to the terms and conditions of this RFP document. The bids that are found non-responsive to the terms and conditions of RFP document shall be outrightly rejected and no fee shall be returned to the bidder.

● **Clarification of Bids**

- a. During evaluation of bids, DeGS may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.
- b. No Bidder shall contact Society on any matter relating to its bid, from the time of the bid opening till the time of disposal of its bid. If the bidder wishes to bring additional information to the notice of DeGS, Bidder can do so in writing.
- c. Any effort by a Bidder to influence DeGS in its decisions on bid evaluation may result in rejection of the Bidder's bid.

● **Evaluation of Technical Bids**

- a. DeGS will examine the bids to determine whether they are complete, whether they meet all the conditions of the RFP, whether required RFP fee and other required documents have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bid not fulfilling these requirements shall be rejected.
- b. Evaluation of the bids shall be done as per the evaluation criteria on requirements and experience given below.
- c. DeGS may carry out physical inspection and verification of the information given by the bidder at any time during or after the selection of the bidder.

Evaluation Criteria: The evaluation will be undertaken on a score based system as given below:

S.No.	Evaluation Criteria	Maximum Score	Score
1	Experience in implementing Common Service Centres/Lokvani Centre in various States <i>* Attach Contract Letters</i>	20	<ul style="list-style-type: none"> • More than 2 States = 20 Points • 1 to 2 States = 15 Points
2	Experience in having worked on more than 100 Locations in any Government Citizen Centric Project* in the Last 5 Years for Central/any State Government/PSU(S)/Government Institutions Directly(Work	20	<ul style="list-style-type: none"> • More than 150 Locations = 20 Points • 100 to 150 Locations = 15 Points

	Order/Contract letter to be enclosed)(*Project involving anytime anywhere availability of service,Transparent efficient delivery of service and Improved quality of service by the use of ICT)		
3	Experience in implementing Government ICT Projects of more than 10 Lakhs(including delivery and installation of Hardware and/or development and implementation of Software)(Copy of Satisfactory implementation from the client to be enclosed)	20	<ul style="list-style-type: none"> • More than 5 Prjects =20 Points • 3 to 5 Projects = 15 Points • 1 to 2 Projects = 10 Points
4	Annual Turnover of the firm averaged over the last 3 Financial years.(must be a minimum of Rs.3 Crores)(Attach CA Certificate for preceeding 3 Financial years)	25	<ul style="list-style-type: none"> • More than 20 Crore = 25 Points • >10 Crore - <=20 Crores = 20 Points • >3 Crore - <=10 Crores = 15 Points
5	Experience in Successfully executing Citizen Centric Project in the State of Uttar Pradesh.(Attach Work completion Letter from The client)	15	Eligible for marks even if one project has been executed.
	Total	100	

Depending on the evaluation criteria mentioned above, each Technical Bid will be assigned a technical score out of a maximum of 100 points.

- **Evaluation of Financial Bids**

The minimum technical score required for qualifying is 70 Points. All bidder scoring over 70 points would only be considered for opening of financial bid.

Sharing of the Amount with DeGS out of the DSP Share of the Transaction charges (i.e. Rs.10/15- per transaction) collected from the citizen for providing Government S ervices shall be the Evaluation Criteria for final selection of the DSP.The Bidders shall bid from a minimum of Rs.0.00 to a Maximum of Rs.4.00 per transaction to be given

by them to the DEGS out of their share of user charges of Rs.10/15 per transaction. The bidder who gives the maximum share to the DeGS shall be declared as H1 for the Contract for the District applied for by him.

- **Announcement of Bids**

The Financial Bids will be opened in the presence of Bidder's representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices, etc. will be announced at the meeting. In the event of the specified date of Bid opening being declared a holiday for, the Bids shall be opened at the appointed time and location on the next working day.

2.2.6 Award of Contract and Other Conditions

- **Final Selection of DSP**

Amount to be transferred to DeGS from DSP Share (Rs 10/15) from the Transaction charges collected from the citizen for providing Government Services shall be the Selection Criteria for final selection of the DSP. District /DeGS shall select DSP based on the Highest rate quoted by the bidder as provided in the Annexure (C) -Format for Financial Bid i.e. Firm / Agency providing the maximum financial benefit to the DeGS shall be selected.

- **Process in case of a Tie**

If more than one Bidders have quoted the same amount of highest revenue per transaction to be shared with the DeGS, then the DeGS will prioritize the criteria's for final selection of the DSP as follows:

- I. Bidder having maximum marks in Technical evaluation. *(if even the technical scores are same then the second criteria will be adopted for the selection of the successfull bidder).*
- II. Bidders having maximum aggregate turnover in last three Financial years as per the CA Certificate.

- **Period of Contract**

The Selection of the DSP will be for a period of 4 Years.

- **District Restriction**

The bidder is free to bid for any number of offered districts but the total number of districts allotted to any successfull bidder shall be restricted to not more than 20 Districts across the State.

- **Turnover Restriction**

The turnover of the bidder shall be a restricting criteria for the final allotment of the district to the successfull bidder. The CeG shall verify that the bidder has a minimum average turnover of 3 Crores in the last three financial years per district to be finally allotted to him.

- **Award of Contract**

DeGS will inform the name of the successful bidder whose financial proposal is the Highest (H1) (providing the maximum financial benefit to the DeGS) and would

consider it as substantially responsive as per the RFP Terms and conditions and successful bidder may be decided for further process of selection.

- **District Allotment at Center for e-Governance**

- a. After the selection of bidder (H1), DeGS will send the complete list of bids with the technical score and financial offer to the Center For e-Governance, Lucknow. Once the bids of all the offered Districts are open, the CeG on the day and time decided shall open the Priority list provided by the bidders to confirm the overall position of successful bidders. The bidders being successful in more than one districts shall be allotted their districts in order of their preference already provided by them to the CeG. The maximum number of districts allotted to a successful bidder shall be restricted to not more than 20 districts.
- b. In case a bidder is successful in more than 20 districts then the districts other than his first 20 first priority shall be considered as vacant for selection of another bidder. In such districts the H2 bidder shall be offered to match the price of the H1 bidder for the award of contract. In case the H2 bidder disagrees to match the price, the H3 bidder shall receive a similar offer and so on till the successful bidder is decided. In case none of the bidders agree to the price of H1 Bidder, the contract for the district shall be re-advertized and fresh bids shall be called upon.
- c. DeGS reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for DeGS action.
- d. The CeG shall convey the name of the successful bidder to the DEGS after the finalization of the selection process.
- e. Prior to the expiration of the validity period, DeGS will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance security, DeGS will promptly notify each unsuccessful bidder and return their Bid Security / EMD.
- f. At the same time as DeGS notifies the successful bidder that its Bid has been accepted, DeGS shall enter into a separate contract, incorporating all agreements (to be discussed and agreed upon separately) between DeGS and the successful bidder.

- **Code of Conduct**

- a. Relationship with Centre Owner: Dealings with Centre owners must be conducted in an ethical manner, terms of agreement should be clearly and precisely expressed and fulfilled in good faith.
- b. Work undertaken should be carried out promptly and efficiently and Centre's owner's interests properly safeguarded.

- c. Relationship with Employees: DSP shall strive to employ high caliber staff, offer fair, and equal opportunities for growth and development. Relevant training and constant upgrading of the employees has to be provided in line with job responsibilities. Also, employees have to be informed of their obligation to keep important data confidential and of the fact that any professional misconduct constituting of unauthorized disclosure of confidential nature or violation of copyright laws will cause employers to take disciplinary action.

- **Termination for Default**

DeGS may, without prejudice, to any other remedy for breach of contract, or on default by the DSP, terminate the contract in whole or in part if:-

- a. DSP fail to deliver any or all of the obligations within the time period specified in the work order/contract, or any extension thereof granted.
- b. DSP fail to perform any other obligation under the work order/contract.

- **Termination / Suspension of Selection**

- a. DeGS may at any time terminate contract without compensation to the DSP, if DSPs becomes bankrupt or otherwise insolvent.
- b. DeGS may at any time terminate the contract for its convenience due to degraded performance of assigned work or due to false information provided by DSP.
- c. DeGS may terminate the contract on violation of Moral Code of Conduct. If the DeGS finds any of the activities of the DSP or SCO as illegal and against the accepted norms the contract shall be terminated.

- **Settlement of Disputes**

- a. In case a Party is of the opinion that a dispute has arisen under this RFP, the Party shall notify the other Party of the detailed nature of the dispute, the right or obligation under this Agreement to which the dispute relates, and the relief sought by the Party raising the dispute.
- b. The Parties shall in the first instance attempt to resolve the dispute in good faith. In case, the Parties are unable to resolve the dispute, the matter shall be referred to the DeGS in accordance with the Agreement.
- c. The DeGS shall attempt to resolve the dispute in a meeting specially convened for the purpose. The representatives of all Parties shall be invited to participate in such meetings.
- d. The negotiations between the Parties and the proceedings before the DeGS shall be kept confidential unless Parties agree otherwise.
- e. Each Party shall bear its own cost in relation to the dispute resolution as aforesaid.
- f. In case the issue remains unresolved the parties shall approach the Divisional Commissioner for final resolution of the conflict.

- g. In case of Dispute in the Final selection of DSPs at the CeG level the matter would be referred to the Committee headed by the Chairman CeG whose decision shall be binding on all the parties.

3. Roles and Responsibilities

3.1 District e-Governance Society (DeGS)

A Society, headed by the District Magistrate shall be responsible for the implementation of the project at the district level. Society will play a key role in the post implementation operation and maintenance phase of the Scheme. Society is responsible, on behalf of the Government of U.P. , to coordinate and monitor the implementation and operation of the Scheme. The Society, through the Districts Administration, shall nominate a nodal officer at District Level with whom DSP will require to interact for smooth operation of day-to-day functioning. The Society may communicate to DSP through fax, e-mail or courier, or even by word of mouth in time of emergency, which subsequently would be supplemented with a communication in writing.

- a. DeGS is competent to make administrative decision to ensure smooth and efficient operation for the benefit of the Scheme.
- b. DeGS will provide DSP with the information that may require for smooth and effective running of the Scheme. Such as, copies of latest rules / GOs, regulations, and procedures applicable to the Scheme, tax/fee structures applicable, Calendar of operations for the Centre etc.
- c. DeGS shall not be responsible for any claim/damage awarded for possible deficiency in service attributable to any act of omission/fraud/theft/missing etc. committed by the staff of DSP/Centre either willfully or by negligence or whatsoever.
- d. DeGS will ensure timely redressal of grievances of citizens at large, received through the DSP/Centres.

3.2 State Departments

- a. Would allow the DSPs to deliver their services through the Centres.
- b. Would dispose all the transactions carried through the Centres within the stipulated time period.
- c. Would address the grievances, which may arise out of Lokvani / Jan seva Kendra mechanism.

3.3 District Service Provider

The responsibilities of the DSP would include the following:

- a. **Scouting for entrepreneurs:** The DSP would scout for Centre. It is important that the right Centre owner is selected through an appropriate selection process. The DSP will need to sign a legal agreement with the Centre owners clearly delineating their respective roles, responsibilities, and commercial terms including security to be deposited by Centre owners with the DSP, tie-ups, Service-Level liabilities etc. The agreement, amongst others, will also provide the provisions to be applicable in

case of termination of the contract between DSP and Centre owners, replacement of Centre owners, refund of security etc. The DSP would be responsible for maintaining documents and database of information related to the Centre owners. Prior to commencement of the operations, DSP will submit a certified copy of the legal document (agreement) duly signed with each of the Centre owners to DeGS.

- b. While selecting Centre Owners, DSP shall abide by the criteria set by DeGS.
- c. DSP shall appoint a Nodal Officer/SPOC, who would be the contact point with DeGS.
- d. **Training of Centre owners:** It will be the responsibility of the DSP to train the Centre owner.
- e. **Government Services:** The DSP would manage relationships with the DeGS for provision of G2C Services through the Centres. The DSP will be required to interface with DeGS to collaboratively work on improvement of services offered and introduction of new services from time to time.
- f. **Manage Service Delivery:** The DSPs would integrate the State Government, District administration / DeGS, Centres and customers into a Web-enabled value chain. DeGS will monitor delivery of Government Services on regular basis.
- g. **B2C Services:** Besides delivering Government services, DSP could add private services, which can be delivered through Centres. However, the private services to be provided through Centres must be in cognizance of the DeGS.
- h. DSP/Centres would not create, edit, duplicate or generate hard/soft copies of any transactional data related to the delivery of Government services. Nor will the DSP/Centre disclose or use the data available with it for purposes other than that related to fulfilling its mandate as mentioned in the agreement. The DSP/Centre would be responsible to ensure data management for the transactions.
- i. Maintenance of Prepaid Valet with the CeG: The Center for e-Governance maintains a bank account with the State Bank of India where the DSPs shall keep enough funds on a prepaid basis so as to obtain the G2C Services uninterruptedly. The share of user charges payable to the Government stakeholders i.e. DeGS, Department and the CeG are deducted from this account on a transaction to transaction basis electronically when a transaction is made at the CSC. The DSP needs to fund this account regularly so that it may provide sufficient transaction limits to its SCOs for making successful transactions.

3.4 Centre Owner

The roles and responsibilities of the Centre owners would include the following:

- a. **Effective Service Delivery:** The Centre owner, through the corresponding Centre, will act as a service delivery point where he/she delivers services through which the population of the catchment area benefits.
- b. The Centre owner is an entity that has to bring about a change in his environment by using ICT as a tool. It is therefore important that the right Centre owner is

selected through an appropriate selection and training process. He /She is an entrepreneur who will run his business by using the network. In other words, she should try to impart knowledge and try to educate the population.

- c. The Centre owner will endeavor, without any prejudice, to provide all services to the citizens and maintain cordial relationship with Government.
- d. The Center owner needs to keep sufficient funds in his account with the DSP so as to get sufficient transaction limit.

4. Annexures

4.1 Form 1: Notice to Submit Request for Proposal

Application Form for Request for Proposal (RFP)

To,

Chairman,
District e-Governance Society,
<Name of the District>

Sir/Madam,

Through this application, We, <Name of the Agency / Firm> wish to apply to become an District Service Provider for <Name of the District> District. We have read and understood all the terms & conditions including the scope of the work prescribed for a DSP. We agree to abide by all the terms & conditions mentioned in this Application Form issued by the District e-Governance Society, <Name of the District> District given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein). We agree to open the numbers of Centres prescribed by the DeGS in the urban and rural areas.

Duration	Number of Centres in the Urban areas	Number of Centres in the Rural areas
Quarter 1	As directed by the DeGS	
Quarter 2		
Quarter 3		
Quarter 4		

The information given therein is true to our best knowledge.

Date

(Signature)

Place

<Name of the Applicant>

4.2 Form 2: Turnover during Last 3 Years

Financial Year	Total turnover	Net Profit/ Loss	Tangible Net Worth
Year 1 (2013-14)			
Year 2 (2012-13)			
Year 3 (2011-12)			

4.3 Form 3: Experience in implementing e-Governance Project

S.No.	Name of the Project	Client Name & Address
1		
2		
3		

4.4 Form 4: Performance Bank Guarantee

Performance Security:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas, <name of the DSP and address> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to DeGS <District Name> (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of <Amount in Rs> **(Rupees in Words only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. _____ **(Rupees only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <Insert Date>

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <_____ (Rupees _____ only).

- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

4.5 Checklist: Mandatory Supporting Documents

S.No.	List of Documents	Whether enclosed (Yes or No)	Annexed as
1.	Cover Letter		
2.	The proposed Project Team Structure with roles and responsibilities of key resources		
3.	Approach & Methodology		
4.	Certificate of Incorporation/Memorandum & Articles of association/ Partnership Deed, etc.		
5.	Turnover during Last 3 Years: Audited Balance Sheet and Profit & Loss Account of the Bidder for the last three Financial Years clearly mentioning the revenues and net worth of the Bidder for these years.		
	Financial Year 2013-2014		
	Financial Year 2012-2013		
	Financial Year 2011-2012		
6.	Details regarding implementation of IT projects		
7.	Self-certification from authorized signatory regarding non-blacklisting blacklisted or under a declaration of ineligibility for corrupt and fraudulent practices by any Central/State government /affiliate or Public Sector undertaking.		
8.	Any other		

4.6 Exhibit 1: Table of Service Level Metrics

S.No	Parameter	Liquidated damages for breach	Material Breach	Stipulated period for mitigating material breach conditions	Remedial performance required for non termination during stipulated period
1.	The DSP will be required to establish and operationalize Centres as per the target set by DeGS in 3 months time from signing of MSA. (Centre will be deemed to be operational only after being certified by DeGS or its nominated agencies).	A Liquidated Damages of Rs.5 per day per Centre for each of the Centres whose rollout has been delayed.	Rollout being delayed by 2 weeks as per the rollout schedule	1 month	Roll out of Centres in the stipulated period for mitigating material breach as per the roll out schedule
2.	Inoperability of Centres in offering Government Services: A Centre needs to offer available Government Services throughout the year except on the Holidays. A Centre will be deemed inoperable if it is not offering available Government Services for a continuous period of 7 days, or more than a cumulative period of ten days in a month except in cases of force majeure.	Rs.100 per Centre per week.	If a Centre is inoperable for more than 30 days		Centre needs to be operational and certified by DeGS or its designated agencies

4.7 Exhibit 2: Liquidated damages

Month	Roll Out	Penalty
Quarter 1	No. of Centres to be operationalized: 25%	For every delayed Centre penalty to be imposed Rs 200 per month per centre
Quarter 2	No. of Centres to be operationalized: 25%	For every delayed Centre penalty to be imposed Rs 200 per month per centre
Quarter 3	No. of Centres to be operationalized: 25%	For every delayed Centre penalty to be imposed Rs 200 per month per centre
Quarter 4	No. of Centres to be operationalized: 25%	For every delayed Centre penalty to be imposed Rs 200 per month per centre

4.8 Annexure (A) - List of services being provided at present

26 Services of 8 Departments are presently being delivered across the Districts of Uttar Pradesh under SSDG scheme

S.No.	Name of Department	Name of Service
1.	Food & Civil Supplies Department	Application for New Ration Card
2.		Application for Renew Ration Card
3.		Application for Amendments in Ration Card
4.		Surrender of Ration Card
5.	Department of Training & Employment	Application for Registration
6.		Application for renewal of Employee Registration
7.	Department of Urban Development	Application for Birth/Death Certificate (urban)
8.	Handicap Welfare Department	Application for loan to Handicap Person
9.		Application for Marriage Grants
10.		Application for Aids & Appliances

11.	Panchayati Raj Department	Application for copy of Kutumb Register
12.		Application for Birth/Death Certificate (Rural)
13.	Social Welfare	Application for Old Age Pension
14.		Application for Family Benefit Scheme
15.		Application for Scholarship(Gen & SC/ST)
16.		Application for Marriage & Illness Grant
17.		Application for atrocities
18.	Women Welfare & Child Development Department	Application for pension for widows
19.		Application for financial assistance to women of dowry scheme
20.		Application for legal assistance to dowry sufferers women scheme
21.		Application for grant for marriage of daughter of widow destitute scheme
22.		Application for Dampati Puraskar scheme to promote widow marriage under 35 years
23.	Revenue Department	Application for Domicile Certificate
24.		Application for Caste Certificate
25.		Application for Income Certificate
26.		Application for Khatauni

22 services of 9 Department are presently being Delivered through e-District project in 6 pilot Districts (Gaziabad, Gautambudh nagar, Gorakhpur, Sitapur, Sultanpur and Raibareilly)

S.No	Services	Sub-Services
1	Certificates	Domicile Certificate
		Caste Certificate
		Income Certificate
		Birth Certificate
		Death Certificate
		Handicap Certificate
2	Pension	Old Age Pension
		Widow Pension
		Handicap Pension
3	Employment	Registration in employment exchange
4	Revenue Court	Cause List Generation
		Case Tracking
		Final Order Generation
5	Public Distribution System	Issuance of Ration Card
		Updation of Ration Card
		Surrender of Ration Card
		Duplicate Ration Card
6	RTI & Grievances	Filing of Grievances
		Tracking of Grievances

7	Dues & Recovery	Issuance of citation for recovery
		Status of Recovery
		Recording of payment

4.9 Annexure (B) - Bidders Details

1.	Name of Firm	
2.	Name of Contact Person	
3.	Registered Office	
4.	Address	
5.	Year of Establishment	
6.	Type of Firm	Partnership/Private Limited/Public Limited /Society/ LLP/Other
7.	Telephone Number(s)	
8.	e-Mail Address	
9.	Fax No.	
10.	Mobile Number	
11.	Website	
12.	Details of Application fees	
13.	Amount	

4.10 Annexure (C) - Format for Financial Proposal

SN	Category of Service	Rates per Transaction (in INR)	DSP's/Centre Owner Share (in INR)	Amount that will be transferred to DeGS from DSP's/Centre Owner Owner Share per transaction (in INR)
1	G2C Services (as provided in Annexure (A)).	20/30	10	

4.11 Annexure(D)- List of Districts for Bidding for selection of DSP

S.No	District	Population in 2011	Mandated Rural CSCs
1	Allahabad	5959798	512
2	Auraiya	1372287	140
3	Banda	1799541	117
4	Basti	2461056	560
5	Bijnor	3683896	497
6	Chandauli	1952713	271
7	Chitrakoot	990626	108
8	Deoria	3098637	362
9	Etawah	1579160	116
10	Farrukhabad	1887577	169
11	Fatehpur	2632684	255
12	Ghazipur	3622727	561
13	Gorakhpur	4436275	555
14	Hamirpur	1104021	104
15	Hardoi	4091380	347
16	Jalaun	1670718	193
17	Jaunpur	4476072	567
18	Jhansi	2000755	139
19	Jyotiba Phule Nagar	1838771	188
20	Kannauj	1658005	127
21	Kanpur Dehat	1795092	174
22	Kanpur Nagar	4572951	167
23	Kaushambi	1596909	146
24	Kheri	4013634	300
25	Kushinagar	3560830	273
26	Lalitpur	1218002	127
27	Lucknow	4588455	142
28	Mahoba	876055	86
29	Mahrajganj	2665292	206
30	Mirzapur	2494533	329
31	Moradabad	4773138	214
32	Muzaffarnagar	4138605	113
33	Pratapgarh	3173752	363
34	Rae Bareli	3404004	297
35	Rampur	2335398	193

36	Saharanpur	3464228	267
37	Sambhal	2200000	87
38	Sant Kabir Nagar	1714300	288
39	Sant Ravidas Nagar, Bhadohi	1554203	204
40	Shamli	1317815	56
41	Siddharthnagar	2553526	426
42	Sitapur	4474446	394
43	Sonbhadra	1862612	240
44	Unnao	3110595	299
45	Varanasi	3682194	221

*** Note: The number of Urban Common Service Centers shall be decided by the District Administration as per their requirement.**

4.12 Master Service Agreement