

Selection of Agency for Assessment of eGovernance Projects of Government of Gujarat

(January, 2018)

Tender No: SW17012018153

**Earnest Money Deposit (EMD): Rs. 2,00,000/-
Bid processing Fees: Rs. 1770/- (Non Refundable)**

(In the form of DD)

In favor of Gujarat Informatics Ltd.



GUJARAT INFORMATICS LIMITED

Block 1, 8th floor, Udhyog Bhavan

Sector-11, Gandhinagar- 382 017

Phone: 079-23256022

Website: www.gil.gujarat.gov.in

Last date of submission of pre-bid queries: 22nd January, 2018 up to 1200 hrs

Date of Pre-bid: 25th January, 2018 at 1100 hrs

Date of Submission of Online bid: 15th February, 2018 upto 1500 hrs

Date of Submission of bid processing fees in GIL: 15th February, 2018 upto 1500 hrs

Opening of bids: 15th February, 2018 at 1600 hrs

Date of Presentation: will be communicated later

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1 INTRODUCTION

The purpose of this RFP is to select agency for Evaluation and Assessment of eGovernance Projects of Government of Gujarat. The objective of this document is to provide indicative information about the scope and objectives.

2 Critical Information

2.1 Agency is advised to study this RFP document carefully before submitting their proposal. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

2.2 Agency eligible as per pre-qualification criteria will be invited to make a presentation to the Evaluation Committee.

2.3 Proposal must be submitted online on <https://gil.procure.com> website.

2.4 Applicants are requested to follow the timelines mentioned below:

Sr.	Information	Details
2.4.1	RFP No. and Date	SW17012018153 dated 17.01.2018
2.4.2	Last date for submission of written queries from agencies for clarifications. <u>It may kindly be noted that written queries are to be submitted by mail/post only. No phone call will be entertained.</u>	22.01.2018 till 1500 hrs. e-Mail ID: vipulp@gujarat.gov.in smitag@gujarat.gov.in
2.4.3	Date of Pre-bid meeting	25.01.18 at 1100 hrs. Venue: Gujarat Informatics Ltd
2.4.4	Last date (deadline) for submission of RFP Proposal (Online) Last date of submission of EMD & Bid processing Fees (Physically) in GIL	15.02.2018 till 1500 hrs.
2.4.5	Address for Communication	Managing Director Gujarat Informatics Ltd. Block no. 1, 8 th floor, Udyog Bhavan, Sector, 11, Gandhinagar-382010
2.4.6	Opening of RFP Proposal	15.02.2018 at 1600 hrs.
2.4.7	Presentation on RFP Proposal by the agency(ies)	Will be communicated later on.
2.4.8	Validity of proposal	180 days

3 Background

eGovernance projects are inherently complex and resource-intensive. It has therefore become imperative that a robust assessment strategy is devised for the existing projects that not only provides valuable understanding on individual projects but also provides for integration into the processes of project appraisal and capacity building.

Gujarat Informatics Limited (GIL) on behalf of Department of Science and Technology (DST) as part of its overall usage Assessment strategy proposes to list, identify and conduct independent third party assessment of e-Governance projects that provide any measure of e-Governance services, across the State. In order to understand the utility, sustainability, scalability and replicability of these projects. The assessment studies will also facilitate a comparison of similar projects so that the best practices can come to force and be replicated.

It is proposed to begin with the projects as per list attached to measure the e-services delivery, provide insights on the areas of improvements for e-governance projects, develop case studies and further improve the e-Governance scenario in Government sector in Gujarat.

The objectives of the Assessment are to assess usability impact on the common person/end user at individual user level. The impact is assessed based on the Outreach of services being delivered and quality of service delivered.

The proposed assessment framework is to be used for the selection of indicators/variables and defining survey questions. The framework need to be customized based on project/study requirement and, the same to be improved based on field outcomes. The tentative assessment frame work is given at Annexure A. For assessment studies, key dimensions like cost-effectiveness, governance, quality of service are to be measured in users perspective while in agency's perspective key dimensions like process improvements, quality of implementation, impact of overall Governance etc are to be measured. Technology related parameters are to be developed and included as one of the key dimensions for assessment projects.

It is necessary to develop a system which can provide insights and outcomes for better implementation in the future and fruitful service delivery to the users/beneficiaries.

4 Eligibility Criteria for Submission of RFP Proposal

Sr.	Eligibility Criteria	Supporting Proof/ Documents required
4.1	Agency (consulting, research institution, policy research institution, academic institution, engaged in research, market research agency etc.) should have been operating in India for a period of at least 5 years on the date of the proposal submission with registered/fully operational office in India.	Copy of registration certificate indicating date and incorporation status & address along with MoA (Memorandum of Association)/AoA (Article of Association) –if any
4.2	Agency should be registered with the GST Department & carry a valid PAN from the Income Tax Department, Government of India	Copy of PAN & GST registration
4.3	Agency should have completed at least 10 evaluation/assessment/ benchmarking/leading practices studies which can be part of a project or an independent project (ICT/e-Governance/IT) in India each of value of more than Rs 25 lakhs in past 5 years. Consulting projects (ICT/e-Governance only) will also be considered if it includes advisory/research/analytics support on assessment/evaluation/benchmarking/leading practices studies component.	<ul style="list-style-type: none"> • Copy of Work Order/ Contract Document indicating scope of work, deliverables, cost, timelines • Completion Certificate from Client indicating timelines
4.4	Agency should have annual turnover of at least 5.00 Crore or more in each of the last three financial years (2017-18, 2016-17, 2015-16).	<ul style="list-style-type: none"> • Copy of annual report/ balance-sheet/ Profit & Loss Statement/financial statement • A certificate from the Chartered Accountant on turnover in these years, in original
4.5	Agency should not be blacklisted/debarred/ suspended/ banned by any Ministry/Department of State or Central Government/PSU on the last date of submission of proposal to this RFP.	Declaration by the Head of Agency on letter head
4.6	No Consortium will be allowed.	Self-declaration

5 Scope of Work

- 5.1 Understand project requirements in consultation with Project Implementing Department/HoD.
- 5.2 Visit to various offices including field offices for Data Collection
- 5.3 Verify, validate, sign-off the data and analyze.
- 5.4 Write report and sign-off.
- 5.5 Approach document to make all possible assessment activities IT-enabled (e.g. data collection, data entry and analysis etc.).
- 5.6 Write Case Studies.
- 5.7 Post acceptance of assessment report(s), proof-read & sign-off print ready copies (Gujarati and English for all reports).
- 5.8 Customize assessment framework based on project requirement and, provide feedback on framework if any.
- 5.9 Assessment findings.
- 5.10 Suggestion for further improvement, scalability, business process reengineering, new e-governance initiatives to be undertaken.
- 5.11 Consultant will be allocated projects for assessments in the given time limit. The size of samples shall be decided mutually based on the span of the project. The travel and logistic arrangement for sampling/field visit outside Ahmedabad/Gandhinagar will be arranged by DST/GIL.
- 5.12 The agency is required to assess and provide 5 onsite dedicated manpower for entire contract period as per the Scope of work under this RFP. It is expected that skilled manpower will be deployed to perform the activities assigned as per the Scope of work of this RFP.
- 5.13 The requirement of resources, their qualification and responsibility of each resource is given below.

Sr. No.	Category	Quantity	Qualification & Experience	Relevant Experience
1	Senior Consultant	1	BE/B.Tech(EC/IT or equivalent / MCA / MSc. (IT)) with minimum 10 Years of experience in eGovernance projects. MBA / M. Tech. / Ph.D. are preferable	At least 7 years in assessment of e-Governance Project
2	Consultant	4	equivalent/MCA/MSc. (IT)) with minimum 6 Years of experience in eGovernance projects. MBA / M. Tech. / Ph.D. are preferable	At least 4 years in assessment of e-Governance Project

- 5.14 The Senior Consultant and Consultant should be well versed in research evaluation, methodology, statistical techniques, statistical software like SPSS or SAS.
- 5.15 The senior and Consultants will be selected by the authority based on a panel provided. If the authority doesn't select team from panel, a new panel will have to be provided.
- 5.16 The selected agency shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.
- 5.17 In case of change in its team composition owing to attrition the selected agency shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member.
- 5.18 The selected agency shall provide and deploy "dedicated on site manpower" for carrying out the

work, only those resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.

5.19 Tenderer will select the resources after scrutinizing resumes and interviewing of the probable candidates proposed by the bidders for this assignment.

5.20 In case of Work related travel on behalf of the Tenderer, the below mentioned compensation shall be reimbursed on actuals (on submission of bills):

Sr. No.	Description	Location	Reimbursement
1.	Local Travel	Gandhinagar, Ahmedabad	No Reimbursement
2.	Travel within Gujarat other than Gandhinagar	-	<ul style="list-style-type: none"> • Transport – will be provided by GIL • Daily Allowance <ul style="list-style-type: none"> a.) For Overnight Stay: Rs. 2000 per Day or arrangement in the Government Circuit house. Government circuit house will be reimbursed as on actual.

6 Deliverables

- Approach document on research design
- Report format (Chapter and analysis/tabulation plan etc)
- Study Data (Open source BI, Excel format)
- Project wise Detailed Assessment report with clear indicators (in English)
- Print ready copies of the approved reports (English for all reports)
- Soft copies of approved reports in MS Word and .pdf (English for all reports)
- At least 1 Case Study for each assessment project

7 Payment terms and Conditions

Payment shall be released on monthly basis.

8 Timeline

Initially, the contract is for 6 months on man-month basis. The contract may be extended for further period of 6 months based on requirement.

9 Stakeholders/Target Groups/ Targeted projects

- 9.1** The eGovernance projects assessment may cover all type of stakeholders involved in the implementation of ICT/e-governance project and target beneficiaries of the projects.
- 9.2** Beneficiaries of the projects e.g. citizen, elected representatives, business, government employees etc. However, targeted stakeholders may vary from project to project.
- 9.3** Government: Various Government Departments.
- 9.4** Tentative list of Targeted projects to be covered:
- 9.4.1** Digital Gujarat Portal and ATVT (Apano Taluko Vibrant Taluko)
- 9.4.2** GHMIS – Gujarat Health Management & Information System
- 9.4.3** SWAGAT – State Wide Attention on Grievances by Application of Technology
- 9.4.4** eGram Vishwagram

- 9.4.5 City Civic Centers
- 9.4.6 TPDS – Targeted Public Distribution System <C:\Users\smitag\Desktop\Impact Assement\Projects\Project Details.pptx>
- 9.4.7 eNagar
- 9.4.8 Mukhyamantry Amrutam - MA
- 9.4.9 Soil Health Card
- 9.4.10 iKhedut
- 9.4.11 e-Mamta
- 9.4.12 eDhara
- 9.4.13 eJamin
- 9.4.14 Safe & Secure Gujarat
- 9.4.15 Smart Cities (Ahmedabad, Rajkot, Surat, Vadodara, Dholera)
- 9.4.16 Gyankunj
- 9.4.17 Swarnim RTO
- 9.4.18 IFP – Investor Facilitation Portal
- 9.4.19 ReSurvey – NLRMP
- 9.4.20 XGN – eXtended Green Node
- 9.4.21 FMIS – Forest Management Information System
- 9.4.22 Automatics Driving & Testing Track Summary
- 9.4.23 OJAS – Online Job Application System
- 9.4.24 MAGIC – Mineral Administration and e-Governance using ICT
- 9.4.25 Online Admission for Skill Development (ITI)
- 9.4.26 E-Urja
- 9.4.27 Aadhaar based Child Tracking System
- 9.4.28 Integrated Transit Management System
- 9.4.29 Mobile Inspection System for Rural Development work
- 9.4.30 Human Resource Management System - SATHI
- 9.4.31 IFMS – Integrated Financial Management System
- 9.4.32 VATIS – Value Added Tax Information System
- 9.4.33 e-GujCop

10 RFP Proposal Preparation Costs & Related Issues

- 10.1 The Applicant is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by GIL/DST to facilitate the evaluation process. GIL/DST will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.
- 10.2 This RFP does not commit GIL/DST to award any contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.
- 10.3 All materials submitted by the Applicants will become the property of GIL/DST and may be returned completely at its sole discretion.

11 Queries

11.1 A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his/her queries submitted on the date indicated under section 1.2 of this document. GIL/DST will discuss the queries received from the interested bidders in the pre-bid meeting and respond the clarifications by uploading on the website. The interested bidder should send the queries as per the following format:

Bidder's Request For Clarification			
Name of Organization submitting request		Name & position of person submitting request:	Address of organization including phone, fax, email points of contact
S.No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			
3			
4			

12 Responses to Queries and Issue of Corrigendum

12.1 At any time prior to the last date for receipt of RFP, GIL/DST may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP Document by a Corrigendum. The Corrigendum (if any) & clarifications to the queries from all applicants will be posted online on <https://gil.nprocure.com> and <https://gil.gujarat.gov.in> website. Any such corrigendum shall be deemed to be incorporated into this RFP.

12.2 In order to provide prospective applicants reasonable time for taking the corrigendum into account, GIL/DST may, at its discretion, extend the last date for the receipt of RFP Proposals.

13 Submission /Completeness of Response

13.1 Applicants are advised to study all instructions, forms, requirements and other information in the RFP documents carefully.

13.2 The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to this document will be at the Applicants risk and may result in rejection of its Proposal.

13.3 The Bidder shall submit the Eligibility Bid, Technical Bid and a Financial Bid as per the format mentioned in the e-Tendering website <https://gil.nprocure.com>. The bidder shall also complete the bid form as per Form I and submit it with the financial bid on <https://gil.nprocure.com>.

13.4 Telex, cable, e-mailed or facsimile bids will be rejected.

14 Evaluation Process

- 14.1** GIL/DST will constitute an Evaluation Committee to evaluate the RFP Proposals.
- 14.2** The GIL/DST shall shortlist agency based on the proposal documents, presentation on RFP Proposal made to the Evaluation Committee.
- 14.3** Any attempt by applicant to influence the RFP process may result in the rejection of its Proposal.
- 14.4** The GIL/DST shall evaluate the responsiveness to the RFP to determine whether the documents have been properly signed, eligibility criteria fulfilled, all relevant papers submitted and whether the response to RFP is generally in order. The GIL/DST can seek additional information from the Applicants, if needed. The response to the RFP not conforming to requirements will be rejected.
- 14.5** The agency fulfilling the eligibility criteria will be considered for technical presentation.
- 14.6** The decision of the GIL/DST in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the evaluation process. The GIL/DST reserves the right to reject any or all proposals.
- 14.7** Technical Evaluation

Sr. No.	Particular	Evaluation Method	Marks
1	Experience of Agency	Relevant experience mentioned in point no 14.8 point 1	20
2	Experience of Personnel Proposed	Relevant experience mentioned in point no 14.8 point 2 to 6	30
3	Interview of personnel proposed	---	50
Total marks			100

- 14.8** Presentation Evaluation score will be assigned to the proposals based on the following criteria:

Sr. No.	Particular	Evaluation Method	Marks
1	Similar Projects Completed by the Agency covering <ul style="list-style-type: none"> Managed projects with more than 500 samples Collected both qualitative and quantitative data Projects managed deploying more than 3 core team members in a project 	2 project = 4 marks 4 projects = 8 marks 6 projects = 12 marks 8 projects = 16 marks 8 projects = 20 marks	20
2	Similar Project Handled by Proposed Senior Consultant (1) <ul style="list-style-type: none"> Managed projects with more than 100 samples 	5 project = 5 marks >5 projects = 10 marks	10
3	Similar Project Handled by Proposed Consultant (1) <ul style="list-style-type: none"> Managed projects with more than 50 samples 	2 project = 3 marks > 2 projects = 5 marks	5

4	Similar Project Handled by Proposed Consultant (2) <ul style="list-style-type: none"> Managed projects with more than 50 samples 	2 project = 3 marks > 2 projects = 5 marks	5
5	Similar Project Handled by Proposed Consultant (3) <ul style="list-style-type: none"> Managed projects with more than 50 samples 	2 project = 3 marks > 2 projects = 5 marks	5
6	Similar Project Handled by Proposed Consultant (4) <ul style="list-style-type: none"> Managed projects with more than 50 samples 	2 project = 3 marks > 2 projects = 5 marks	5
Total marks			50

14.9 Final Evaluation: The final evaluation will be done by QCBS method by giving 60% weightage to the technical evaluation and 40% weightage to the financial bid. The agency who secure highest score in the QCBS evaluation will be called for negotiation and assigning the work.

Terms of References

15 Clarifications and amendments

15.1 Amendments in RFP Document

At any time prior to deadline for submission of proposal, GIL/DST may for any reason, modify the RFP Document. The prospective Applicants having received the RFP Document shall be notified of the amendments through website (<https://gil.nprocure.com> and <https://gil.gujarat.gov.in>) and such amendments shall be binding on them.

15.2 Disqualifications

GIL/DST may terminate the RFP process at any time and without assigning any reason. GIL/DST makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute any offer by GIL/DST. GIL/DST may at its sole discretion and at any time during the evaluation of Proposal, disqualify any agency, if the agency has:

15.2.1 Submitted the proposal documents after the response deadline;

15.2.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility/technical requirements;

15.2.3 Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;

15.2.4 Submitted a proposal that is not accompanied by required documentation or is non-responsive;

15.2.5 Failed to provide clarifications related thereto, when sought;

15.2.6 Submitted more than one Proposal;

15.2.7 Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted.

15.3 Pre Proposal Queries

The prospective Applicant, requiring any clarification on RFP Document may notify the same in the form of written query to the GIL/DST by email/post within specified timeline. GIL/DST response as well as the clarifications sought (including an explanation of the query but without identifying the source of inquiry) will be discussed in the pre-bid meeting and the final clarifications will be uploaded to the website only for all the prospective applicants.

15.4 Preparation of Proposal

The Agency/Applicant shall comply with the following related information during preparation of the Proposal-

15.4.1 The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or overwriting's shall be valid only if they are initialed by the authorized person signing the Proposal.

15.4.2 The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the duly authorized person(s) of the agency to bind the Applicant to the

contract. The letter authorization shall be indicated by written power of attorney and shall accompany the Proposal.

15.4.3 In addition to the identification, the covering letter shall indicate the name and address of the agency to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.

15.4.4 Proposals received by facsimile/e-mail/fax/post shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposals shall be taken as valid.

15.4.5 eProcurement system will not allow modifying, substituting, or withdrawing proposal after the deadline of submission of bids.

16 General Conditions of Contract (GCC)

16.1 Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP Document or Contract Agreement, the interpretation of the GIL/DST shall be final and binding on the Agency

16.2 Earnest Money Deposit (EMD)

16.2.1 Earnest Money Deposit **Rs. 2,00,000/- (Rupees Two lacs only)** in the form of DD/BG in favour of “Gujarat Informatics Limited” payable at Gandhinagar.

16.2.2 Proposals not accompanied by EMD shall be rejected as non-responsive.

16.2.3 The successful bidder’s bid security will be discharged from GIL only after the signing of the contract and submission of performance security.

16.2.4 Unsuccessful bidder’s EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.

16.2.5 The EARNEST MONEY DEPOSIT shall be forfeited:

16.2.5.1 if a Bidder withdraws its bid during the period of bid validity

16.2.5.2 in case of a successful Bidder, if the Bidder fails:

- to sign the Contract as mentioned above or
- to furnish performance bank guarantee as mentioned above or
- If the bidder is found to be involved in fraudulent practices.

16.3 Performance Bank Guarantee

16.3.1 The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.

16.3.2 The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order (for warranty period + extra 6 months) from All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance

department time to time. (The draft of Performance Bank Guarantee is attached herewith).

16.3.3 The proceeds of the Performance Bank Guarantee shall be payable to the Department as compensation for any loss arising from the bidder(s)'s failure to complete its obligations under the contract.

16.3.4 The Performance Bank Guarantee will be discharged by the Department and returned to the bidder(s) on completion of the bidder's performance obligations under the contract.

16.3.5 In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Bank Guarantee, rendering the same valid for the duration of the contract, as amended for further period.

16.3.6 No interest shall be payable on the PBG amount. CGM may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

16.4 Payment Schedule

Payment will be released on monthly basis.

16.5 Validity of Proposals

Proposals shall remain valid 180 days from submission of the proposal. A proposal valid for shorter period may be rejected as non-responsive. GIL/DST may solicit the Agency consent to an extension of Proposal validity (but without the modification in Proposal).

16.6 Right to Accept Proposal

GIL/DST reserves the right to accept or reject any or all Proposal, and to annul the proposal process and reject all proposals at any time prior to final empanelment, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant(s) of the grounds for such decision.

16.7 Conflict of Interest

GIL/DST requires that Agency provide professional, objective, and impartial advice and at all times hold the GIL/DST's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

16.8 Confidentiality

Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any agency or any other persons not officially concerned with such process until the selection process is over. The undue use by any agency of confidential information related to the process may result in rejection of its Proposal. Except with the prior written consent of the GIL/DST, the Agency and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

16.9 Fraud & Corruption

The agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to GIL/DST's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. GIL/DST requires that Agency selected through this RFP Document must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, GIL/DST:

16.9.1 Defines, for the purposes of this provision, the terms set forth as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of GIL/DST or any personnel of Agency in contract executions.
- (ii) "Fraudulent practice" means erroneous presentation of facts, in order to influence a procurement process or the execution of a contract, to GIL/DST, and includes collusive practice among agency (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive GIL/DST of the benefits of free and open competition;
- (iii) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the GIL/DST.
- (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

16.9.2 Will reject a proposal for award/empanelment, if it determines that the agency recommended for award, has been determined by GIL/DST to having been engaged in corrupt, fraudulent, unfair trade practices or coercive practice.

16.9.3 GIL/DST will terminate the agency, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

16.9.4 Will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

16.10 Relationship between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "GIL/DST" and "the applicant". No partnership shall be constituted between GIL/DST and the applicant by virtue of this process nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other process a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.

16.11 Standards of Performance

The Agency shall perform the services and carry out their obligations under the Contract/agreement with due diligence, efficiency and economy in accordance with

generally accepted professional standards and practices. The Agency shall always act in respect of any matter relating to this contract as faithful advisor to GIL/DST. The Agency shall always support and safeguard the legitimate interests of GIL/DST in any dealings with the third party. The Consultant/ Agency shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Agency shall conform to the standards laid down in RFP Document in totality.

16.12 Delivery and Disclosures

As per the time schedule agreed between the Parties for specific project(s) given to the Agency from time to time, the Agency shall submit all the deliverables on due date as per the delivery schedule. The Agency shall not without the GIL/DST's prior written consent disclose the Contract, drawings, specifications, plan, pattern, samples to any person other than an entity employed by GIL/DST for the performance of the Contract. In case of termination of the Contract all the document used by the Agency in the execution of project shall become property of GIL/DST.

16.13 Right to Change the Orders

GIL/DST may at any time before completion of work under project awarded to the Agency, change the work content by increasing/reducing the quantities of the services by 20%, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the Agency will have to perform the service in the increased/decreased quantity at the same contract rates within the time stipulated for providing services to GIL/DST.

16.14 Agency Personnel

The Agency shall employ and provide qualified and experienced personnel as may be required to perform the services under the project assigned by GIL/DST and who have adequate experience in the domain related to the project. It is desirable that for domain-related projects, the Agency must deploy the services of Domain Specialists, on a case to case basis, to work on the Project effectively.

It is desirable that all the professionals indicated in the team composition be available and work effectively till the completion of the project. Any change in the team composition must be intimated in writing (only post & e-mail) to GIL/DST and consent of the GIL/DST should be taken for the same.

In case of any change in the team composition (due to any reason, internal or resignation by any member or leave etc) the agency will be responsible in replacing/ hiring/deploying another professional with a similar profile & experience submitted with the proposal in consultation with GIL/DST after taking GIL/DST approval. If GIL/DST/Project Owner feels that manpower provided by the agency is not upto the mark, Agency will be liable to change the manpower with derived skill personals. GIL/DST may enquire from the employers mentioned in the CV of professionals about their profile to validate the information.

The agency may face legal action if:

16.14.1 any wrong/false information is found about the professional(s)

16.14.2 any professional is found to be unavailable during the project duration

16.15 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

16.16 Intellectual Property Rights

16.16.1 No services covered under the Contract shall be sold or disposed by the Agency in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agency shall indemnify the GIL/DST & related Project Owner from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agency, GIL/DST shall be defended in the case of any proceedings which may be brought in that connection.

16.16.2 The copyright of all content created under this contract shall be owned by GIL/DST/related project owner and the agency will not utilise this anywhere else and/or for any other work/organization without the explicit written permission of GIL/DST/related project owner.

16.16.3 The assessment studies, collected data in both raw as well as processed format, data analysis, reports, case studies and any other intellectual property/deliverable prepared and submitted by the Agency in relation to the Project shall be and remain the property of the GIL/DST/related project owner, and GIL/DST/related project owner shall be the sole owner of all intellectual property rights in such deliverables. The agency shall deliver all the documents/deliverables to GIL/DST, together with a detailed inventory thereof, prior to termination or expiration of the project. The Agency shall not use these documents for any purpose other than related to the project without the prior written approval from GIL/DST/related project owner.

16.17 Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

16.18 Assignments

It is expected that the agency will complete the assignments on their own. However, the agency may outsource a part of the project (e.g. data collection etc), to perform its obligation under the Contract/agreement, with prior approval from GIL/DST. It may kindly be noted that the outsourcing is allowed with the condition that the selected agency will be responsible for all deliverables under the contract and GIL/DST will not be liable for any dispute between the parties.

The agency will be responsible for all the projects deliverables. The agency will be responsible to attend/participate in all the required meetings (called by GIL/DST, Project Owner) even in short period notice. No excuse will be entrained for absence or/and to postpone the meetings.

16.19 Performance Assessment

If during execution of the Project, following problems were to be found, then a penalty of 0.5% of the Contract value per week (subject to maximum of 5%) may be imposed by GIL/DST,

16.19.1 Delays in deliverables than mutually agreed time limit for particular project.

16.19.2 Not assigning adequate resources in time.

16.19.3 Not engaging resources on a dedicated basis, even when required.

16.19.4 Assigning resources that do not meet the client's requirements.

16.19.5 Inadequate interaction with the client department/stakeholders.

16.19.6 The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable.

16.20 Liquidated Damages

16.20.1 In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability.

16.21 Suspension

GIL/DST may, by written notice to Agency, suspend all payments to the Agency hereunder, if the Agency fails to perform any of its obligations under the Contract including the carrying out of the services, provided that such notice of suspension-

16.21.1 Shall specify the nature of failure

16.21.2 Shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of failure

16.22 Termination

GIL/DST reserves the right to withdraw/terminate the contract in any of following circumstances -

16.22.1 Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization

16.22.2 Information provided to GIL/DST is found to be incorrect

16.22.3 Work order/Contract conditions are not met within the specified time period

16.22.4 Misleading claims about the assignment are made

16.22.5 Clear evidence is received that there is breach of copyright.

No consequential damages shall be payable to the Agency in the event of such

termination.

If the agency does not execute the contract/agreement as per the terms and conditions of the tender then the GIL/DST may invoke any or all of the clauses, forfeit the Performance Guarantee Amount, Terminate the contract agreement.

16.23 Force Majeure

Notwithstanding anything contained in the RFP Document, the Agency shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the GIL/DST, regarding Force Majeure shall be final and binding on the Agency.

If a Force Majeure situation arises, the Agency shall promptly notify to the GIL/DST in writing, of such conditions and the cause thereof. Unless otherwise directed by the GIL/DST in writing, the Agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16.24 Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract/agreement.

16.25 Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause "**Resolution of Disputes**" of GCC shall become applicable.

16.26 Resolution of Disputes

In the case dispute arising between the GIL/DST and the Agency, which has not been settled amicably, the Agency can request the GIL/DST to refer the dispute for Arbitration under Arbitration Act, 1996. Such disputes shall be referred to Arbitral Tribunal. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-actment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings will be held in India at Delhi and the language of the arbitration

proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the GIL/DST and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

16.27 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Ahmedabad/Gandhinagar only.

16.28 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice ,request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

16.29 Other

16.29.1 The agency may be required to work for State Government Departments assigned by GIL/DST as and when required.

16.29.2 GIL/DST may assign the additional work/similar nature of work to the agency at the selected financial quote.

Financial Bid format

Sr. No.	Category	Quantity	Man-month Rate (Rs.)	Total (Rs.)
		A	B	C = (A*B*6 months)
1	Senior Consultant	1		
2	Consultant	4		

Note: Taxes are extra as applicable at the time of invoicing.

Annexure A: Framework for Assessment

Impact on Users

All measurements are to be done on the basis of a sample of clients for each major service availed by the client. Measurements would be done for electronic delivery of services as well as for the earlier mode of delivery of the same service. In cases where alternate (non electronic modes) are currently being used by the same set of users in similar contexts elsewhere, measurement would be recorded for such usage.

Following are the indicative parameter and summary report needs to be prepared with detailed report. However, it may be change form project to project.

Sr. No.	Particular	Parameter	Assessment Framework					
			Very Poor	Poor	Fair	Very Good	Excellent	
1.	Services Delivery to Citizen	Awareness						
		Geographical Coverage						
		Access mechanism	Window based Service					
			Online through Web portal					
			Mobile App					
			SMS Services					
			Online Payment					
		Transparency						
		Time required for service delivery						
		Interaction with Citizens						
		Feedback mechanism						
		Information required						
		User Charges						
		Status Tracking						
2.	Project Implemented by Organization	Technology						
		Transformation						
		Flexibility of Modification						
		Scalability						
		Ease of Usage						
		User Friendliness						
		Change Management						
		Adaptability						

		Security					
		Interoperability					
		Time taken to deliver services before project					
		Time taken to deliver services before project					
		No. of Integrations					
		Gap Fulfillment					
		Problem Resolution and Query Handling					
		Efficiency Enhancement					
		Sustainability					

In addition to above, following parameter to be covered in detailed report.

1. Service (Citizen Perspective)

- Awareness
 - Efforts made
 - Mechanisms
 - Actual
 - Complete
- Access mechanism
 - Online
 - Mobile
 - Internet
 - Third party
 - Government offices
 - Ease of access
- Time
 - Total time
 - Waiting time
 - Turnaround time
 - Adherence to SLA
- Interaction
 - Number of visits
 - Number of channel and type of interacted with
 - Quality of interaction
 - Ease of interaction
 - Grievance handling
 - Infrastructure
- Information
 - Relevant
 - Consistency across channels

- Simple
- Language support
- Accuracy/updation of information
- Status update/verification
- Flexibility of modification
- Transparency (Fairness)
- **Costs (to the user)**
 - User charges
 - Agent
 - Cost of access
 - Travel
 - Technology
 - Preparing documents
 - Delivery of service
 - Integrated
 - Complete
 - End to end
 - Overall perception

2. Organization and stakeholder (Organization Perspective)

- **Technology**
 - Adherence to standards
 - Scalability
 - Versioning
 - Change management
 - Inter-operability
 - Security
- **Infrastructure**
- **Resources**
 - Financial
 - Human
- **Benefits**
 - Revenue
 - Indirect
- **Project governance**
 - Leadership
 - Continuity
 - Monitoring
 - Service model
- **Process-before and after Capacity utilization**
 - Service lead time

- Human resource utilization
- Cycle time
- Record management
- Audit trail