

BID DOCUMENT NO. _____

REQUEST FOR PROPOSAL FOR SELECTION OF
SERVICE CENTRE AGENCIES TO SET UP, MANAGE
AND OPERATE _____ COMMON SERVICES
CENTERS IN THE STATE OF

VOLUME 2:
COMMERCIAL TERMS AND
INSTRUCTIONS TO BIDDERS

DATE: _____

ISSUED BY
NODAL AGENCY
GOVERNMENT OF _____

ADDRESS]

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1. INTRODUCTION

1.1 Preamble

- a. Based on the Project Information Memorandum, enclosed as Volume 1 of this RFP, the Nodal Officer, [Nodal Agency], [Name of State], (*hereinafter referred to as "STATE DESIGNATED AGENCY or SDA"*) invites sealed Technical & Financial Bids on behalf of Government of [Name of State], from a company / trust / society / partnership firm / organization / entity / permitted consortium, for establishment and implementation of Common Services Centers in the State of [Name of State] on a Public Private Partnership (PPP) basis.

1.2 Cost of Bid Documents

- a. A complete set of the Bid Documents may be purchased by the interested Bidder on the submission of a written application to the SDA and upon payment of a non-refundable fee of Rs.10,000.00 (Rupees Ten Thousand only) in the form of a Banker's cheque / Demand Draft in favor of the SDA payable at _____
- b. The Bid Document may be purchased in person during office hours on all working days. It may also be downloaded from [Website]; in which case, the fee in the form of a demand draft should be enclosed with the Bid Document at the time of submission. Bid Documents could also be ordered through post, on receipt of the demand draft. In this case, the Bidder will have to pay the necessary postal charges in advance. The Bid document will be sent by registered post or courier, as the case may be, at the risk and responsibility of the prospective Bidder.
- a. The Bid Documents, once purchased, cannot be resold to any other prospective Bidder.

1.3 The Bidding Process

- a. The SCA would be selected through a transparent bidding process*
- b. The Bidding Process is divided in three stages as follows:

- i Pre-qualification Stage/ Expression of Interest (EoI) Stage
 - ii Evaluation of Technical Bids
 - iii Evaluation of Financial Bids
- c. The Bidder may bid for one or all the [No. of divisions/districts] divisions/districts in the State. The SDA would, however, encourage more than one SCA for the entire State. Hence no more than [No. of divisions/districts] number of districts/ divisions would be allotted to one SCA. The decision of the SDA will be final and binding in this regard.

2. ELIGIBILITY CRITERIA FOR BIDDERS

2.1 Basic Pre-qualification Criteria

- a. Basic pre-qualification criteria for participation in the Bidding Process is as follows:
 - i. The Bidding company (each member of a Consortium in case of a consortium Bid) / trust / society / partnership firm / organization / entity should have been in existence in India for the last three years at least.*
 - ii. A bidder bidding individually for a particular district/division, cannot be a member of another consortium for bidding in other districts/ divisions in the State.
 - iii. In case of a company specifically formed or proposed to be formed for the purpose of this project, at least one member/ partner should have been in existence for more than 3 years
 - iv. The company partnership firm / organization / entity responding to this RFP or Consortium of bidders responding to this RFP (hereinafter referred to as “Bidders”) should have a minimum average annual networth of Rs.5 crores over the past three financial years, unless the Bidder is a trust/ society.
 - v. If the Bidder is a trust/ society, average annual fund flow should be a minimum of Rs.1.5 crores over the last three financial years.
 - vi. In case of bidders that have established, and are successfully managing, at least 100 ICT-enabled kiosks for the past three years, the financial criteria mentioned above in 2.1 (a) (iii), (iv) would be applicable to the extent of only 50%.
 - vii. Bidders eligible for clause 2.1 (a) (v) mentioned above need to furnish financial tie-up details such as source of funds, comfort letter from banks/ FIIs, etc. at time of responding to EoI or at the time of submission of their bids

- viii. The final decision on the pre-qualification would solely lie with the SDA.
- ix. Clause 2.1 will also apply to EoIs issued separately by the State Government for short-listing

2.2 Consortium Bidding Guidelines

- a. Consortium with a maximum of three members, are allowed to participate in the Bid Process
- b. Only the Prime Bidder as defined in (d) below is allowed to bid. For a valid Bid, the Prime Bidder should purchase the Bid Document for the Scheme. Any consortium member including the Prime Bidder of one consortium cannot be a member in another consortium formed for the purpose of this bidding in the same State. Nor can a bidder bidding individually for a particular district/division, be a member of another consortium for bidding in other districts/ divisions.
- c. The consortium members' past experience and credentials should clearly demonstrate work experience of comparable size, complexity with ability and willingness to handle aggressive timelines.
- d. The Prime Bidder should be a:
 - i Company/trust/society/partnership firm/ organization/ entity, which should be in existence for at least 3 years in India.
 - ii The Prime Bidder should individually fulfill at least 50% of the financial criteria as in Para 2.1 of this document.
- e. In any arrangement of the consortium such as SPV / Trust/ Society/ Company, the Prime Bidder shall have a minimum contribution of equity / share of 51%.
- f. The consortium must provide adequate documentary evidence to support their claims.
- g. The inter-se agreement between the consortium members shall be enclosed with the response to the RFP. These agreements between consortium's members will be entered in by executives of the company,

who have been delegated the authority by the company to enter into such an agreement, on a stamp paper of Rs.100. This agreement in original should be enclosed with the bid as Annexure 1.

- h. All the members of the consortium or their duly authorized representatives should sign the submission. The consortium should also submit a Power of Attorney appointing the lead member of the consortium as per Annexure 2.

3. THE BID DOCUMENTATION

3.1 Format for Submission of Bid/s

- a. Interested and eligible Bidders are required to submit the Bid in three separate, sealed envelopes as follows:
 - i. Envelope A should consist of the documentation supporting the pre-qualification criteria
 - ii. Envelope B should consist of the Technical Bid(s) per District/Division
 - iii. Envelope C should consist of the Financial Bid(s) per District/Division
- b. The Bids should be accompanied by a Bid security of Rs. _____ per Division/District Bid as per Annexure 11.
- c. The Bid along with the Bid Security must be delivered to the Office of SDA, at [Address] on or before _____ hrs, [Day/Month/Year].

3.2 Bid Documentation

- a. **Envelope A shall inter-alia contain:**
 - i. A Covering Letter
 - ii. Details of the Bidder organization/consortium as per format provided in Annexure 3.
 - iii. In case of a Consortium, an MoU as per Annexure 1 on Rs.10 stamp paper between the consortium members that includes inter-alia the following:
 - Role of each member of the consortium
 - Equity Participation details and the total shareholding pattern of each member, as relevant
 - Mechanism for decision making and dispute resolution
 - iv. In case of a consortium bidding, the copy of agreements between consortium members entered into by executives of the Consortium who have been delegated authority by the Consortium, have to be

enclosed in Envelope A. The authorized signatory(s) shall initial all the pages.

- v. Attested copies showing the legal status, place of registration and prime place of business of the firm.
 - vi. Attested copies of documents showing the firms average annual turnover over the immediate past three financial years.
 - vii. Attested Copies of Sales Tax / VAT Registration and Sales Tax / VAT returns filed in the last financial year.
 - viii. Attested copies of acknowledgement of Income Tax returns filed in each of the last three years.
 - ix. Attested copies of Audited financial Statements for last three years
 - x. The bidding entity must furnish a bank reference from its lead bank as per Annexure 10.
 - xi. In case para 2.1(vi) applies to the Bidder, then details of number of existing ICT enabled centers/kiosks owned, managed and run by the Bidder as per Annexure 4 and all the necessary support documentation.
 - xii. A Power of Attorney of the Bidder appointing a designated person
 - xiii. In case of a Consortium, a Power of Attorney for appointing of the Lead member/company as the Prime Bidder as per Annexure 2
- b. **Envelope B** shall contain the Technical Bid comprising of the following:
- i. Bid Security (DD/Bank Guarantee) of Rs.2.5 Lakhs per district OR Rs.10 Lakhs per division Bid, as the unit of bidding may be, as per Annexure 11
 - ii. A list of districts/divisions and the number of CSCs to be set up under each
 - iii. Details of the Bidder organization/Consortium including list of key staff and their qualifications/experience and their respective roles in CSC implementation.

- iv. Details of project experience and track record of implementing projects on PPP (BOT/BOOT, etc.) or on a Franchise/Channel model (both ICT and non-ICT), as per the format provided in Annexure 4
- v. Proposed Business Plan (over a four year period) covering the following components:
 - A. Conceptualization and understanding of the CSC Scheme
 - B. Implementation Plan and Methodology with specific timelines for setting up CSCs
 - C. Technology Plan that clearly brings out the following:
 - Proposed CSC Infrastructure
 - SCA Back Office Infrastructure
 - Proposed Internet / Network Connectivity Plan
 - Network Monitoring and Management Solutions
 - IT Security Proposed
 - IT Maintenance Solution at CSC including means for Remote Diagnostics
 - Content Management and Service Delivery Plan
 - Business Monitoring Architecture
 - D. Content and Services Strategy for non-Government services
 - E. Training and capacity building plan for VLEs
 - F. All financials including the assumptions, capital cost, operating costs, revenue estimates, etc. over a period of 4 years as per Annexure 8
 - G. Fund mobilization plan
 - H. Proposed organizational structure, size and skill sets of people proposed to be engaged
 - I. Assessment of business risks and mitigation strategies thereof

- vi. Letter of Acceptance of Implementation Schedule for rolling out the CSCs as per the format provided in Annexure 5
 - vii. Undertaking as per the format provided in Annexure 6
 - viii. Details of accreditation, if any affiliation/recognition by GoI or SDA should be attached
 - ix. Documentary evidence, wherever applicable, should be attached for all the above documentation
- c. **Envelope C shall contain separate Financial Bids for each district/division including the following:**
- i. The revenue support (per division/district) sought in “Rupees per CSC per month” from the SDA averaged over a period of 4 years as per the format provided in Annexure 7

4. INSTRUCTIONS TO BIDDERS

4.1 Information on Bid Security

- a. The Bid Security shall be paid in Indian Rupees
- b. The Bid Security will be for an amount of Rs.2.5 Lakhs (Two Lakh Fifty Thousand) per district or Rs.10 Lakhs (Ten Lakhs) per division() as the unit of bidding may be and shall be in one of the following forms:
 - i. Demand draft drawn on a Scheduled Commercial Bank in favor of SDA payable at _____
 - ii. A Bank Guarantee issued by a Schedule Commercial Bank and valid for 180 days or six months from the date of opening of Technical Bid which can be extended, if required.
- c. Any Bid that is not secured in accordance with the above terms will be rejected by the SDA, as non-responsive.
- d. An unsuccessful bidders' Bid Security amount will be discharged/returned, as promptly as possible, after the expiration of the period of Bid validity. The refund of the bid security amount shall not carry any interest.
- e. The successful Bidders' Bid Security will be adjusted towards performance security to be furnished by the Bidder before signing the contract agreement.
- f. The Bid security may be forfeited:
 - i. If a Bidder withdraws his Bid during the period of Bid validity specified in Para 4.1 (b) (ii) above, or
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract agreement and furnish performance security.

4.2 Information on Performance Security

- a. A Bidder, on being selected as the SCA, will be required to furnish an amount equaling 2% of the total revenue support sought over the four year period OR Rs.5 Lakhs per district or 20 Lakhs per division, as the

bidding unit may be, whichever is higher, as Performance Security in accordance with the conditions of the Master Service Agreement (hereinafter terms as the “MSA”), in the form of a Bank Guarantee, valid for the entire period of the MSA, drawn in favor of the SDA, within 10 (Ten) days of receipt of the notification of award. The Performance Security is to be furnished along with the MSA duly signed by the SCA.

- b. If the selected Bidder fails to sign the MSA and/or does not furnish the Performance Security in the format specified in Annexure 9, within ten days of the Notification of the Award as specified in Para 6.7, then the Bid security furnished by such Bidder shall be forfeited.
- c. The Performance Security furnished by the successful Bidder in respect of his/her Bid will be returned to him/her at the end of the MSA subject to the satisfactory performance of the contractual obligations, provided there is no further extension of the MSA.
- d. If the successful Bidder after signing the MSA fails to perform any contractual obligation specified in the MSA, the Performance Security will be forfeited.

4.3 Bidding Costs

- a. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the SDA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bid process.

4.4 Language of Bid

- a. The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the SDA shall be written in English language only.

4.5 Amendment of Bid Documents

- a. At any time prior to the deadline for submission of Bids, the SDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through amendment/s.
- b. The amendment/s will be notified in writing to all prospective Bidders who have received the Bid Documents and such amendments will be binding on them.

4.6 Bid Extension, if any

- a. The SDA may extend the deadline for the submission of Bids, in order to allow prospective Bidders a reasonable time in which to take the amendment into account in preparing their Bid.

4.7 Format and Signing of Bid

- a. The Bidder shall submit two copies of the Bid, clearly marking each “Original” and “Copy”, as appropriate. In the event of any discrepancy, the “Original” version shall govern.
- b. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall accompany the Bid. Written power-of-attorney accompanying the Bid shall support the letter of authorization.
- c. The person or persons signing the Bid shall initial all pages of the Bid, except for un-amended printed literature.
- d. The Bidder must organize the Bid in accordance with the format specified.
- e. In case of a consortium bidding, the copy of agreements between consortium members entered into by executives of the Consortium who have been delegated authority by the Consortium, have to be enclosed in Envelope A. The authorized signatory(s) shall initial all the pages.

- f. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid in original.

4.8 Sealing and Marking of Bids

- a. Envelope A will be sealed and marked as follows: (For States issuing an EoI, delete this point)
 - i. “PRE-QUALIFICATION DOCUMENTATION FOR CSC SCHEME IN THE STATE OF _____”
- b. Envelope B will be sealed and marked as follows:
 - ii. “TECHNICAL BID FOR SELECTION OF SERVICE CENTRE AGENCY FOR THE CSC SCHEME IN *[NAME OF DISTRICT/DIVISION]* IN THE STATE OF _____”
- c. Envelope C will be sealed and marked as follows:
 - iii. “FINANCIAL BID/S FOR SELECTION OF SERVICE CENTRE AGENCY FOR THE CSC SCHEME IN *[NAME OF DISTRICT/DIVISION]* THE STATE OF _____”
- d. The sealed envelopes shall be addressed to the SDA at the following address:
Nodal Officer,
[Address of SDA]
[Name of State]
- e. The Bidders shall seal the envelopes into one main envelope marked “RFP FOR SELECTION OF SCAs TO SET UP COMMON SERVICE CENTERS IN THE STATE OF _____”.

4.9 Mode of Submission of Bids

- a. The Bids could be sent by Speed Post or Registered Post or Courier or submitted in person.
- b. Bids sent by any other mode(s) will be rejected.

4.10 Deadline for Submission of Bids

- a. Bids must be received by the SDA at the address specified, not later than _____hrs [Date/Month/Year]. In the event of the specified date for the submission of Bid being declared a holiday, the Bids will be received up to the appointed time on the next working day.
- b. The SDA shall not be responsible for any delay whatsoever, in submission of Bids by the Bidders.
- c. The SDA may, at its discretion, extend the deadline for submission of Bids in which case, all existing rights and obligations of the SDA and the bidders will thereafter be applicable to the extended deadline.

4.11 Late Bids

- a. Any Bid received after the deadline for submission of Bids prescribed by the SDA, will be rejected.

4.12 Modification and Withdrawal of Bids

- a. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the SDA prior to the deadline prescribed for submission of Bids.
- b. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions mentioned. A withdrawal notice may also be sent by Fax but followed by a signed confirmation copy, post-marked not later than the deadline for submission of Bids.
- c. No Bid may be modified subsequent to the deadline for submission of Bids
- d. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

4.13 Period Of Validity Of Bids

- a. The Bids shall be valid for a period of “SIX MONTHS” from the closing date for submission of the Bid. A Bid valid for a shorter period may be rejected as non-responsive. On completion of the validity period (six months), unless the Bidder withdraws his Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his Bid.
- b. In exceptional circumstances, at its discretion, the SDA may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or email).

4.14 RFP Ownership

- a. The RFP and all supporting documentation/templates are the sole property of SDA and should NOT be redistributed without the prior written consent of SDA. Violation of this would be a breach of trust and may, inter-alia cause the bidder to be irrevocably disqualified. The aforementioned material must be returned to SDA when submitting the proposal, or upon request. In case the bidder is not interested in responding to the RFP, the RFP documents and any appendices must be returned to SDA immediately.

4.15 Proposal Ownership

- a. The proposal and all supporting documentation submitted by the bidder shall become the property of SDA unless the bidder specifically requests, in writing, that the proposal and documentation be returned or destroyed.

4.16 General Information: For Bid Submission

- a. Interested eligible bidders may obtain further information from the office of the SDA

- b. The SDA has the right to directly invite any organization to Bid for the project and evaluate them on a competitive basis along with other bidders
- c. Bidders may be invited to present, at short notice, their capabilities to handle the Scheme implementation in the State. The date and venue for this presentation will be determined by the SDA or his authorized representative and will be intimated to the prospective Bidder either through fax/letter/email from the SDA or any of his authorized official/s.
- d. The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP and the associated documents.
- e. Failure to furnish all information required by the Document, or submission of a Bid not substantially responsive to the Bid Documents, will be at the Bidder's risk and may result in rejection of the Bid.
- f. For each category of pre qualification criteria, the documentary evidence is to be produced duly attested, serially numbered and enclosed with the Bids. If the documentary proof is not enclosed for any/all criteria the Bid is liable for rejection.
- g. If any information given by the Bidder is found to be false/fictitious, the Bidder will be debarred for ___ years from participating in any other Bids of Govt. of [Name of State].
- h. The SDA may invite re-submission of Financial Bids with or without changes in the format. In such an event, the earlier Financial Bids shall not be opened and shall be returned unopened by the SDA to the bidder.
- i. The SDA reserves the right to allot division/ divisions to any one Bidder incase of a same price Bid and equal technical scores. The SDA's decision in this regard shall be final and binding.
- j. Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. The SDA shall adhere to the above schedule to the extent possible. The SDA, however, reserves the

right to modify the same. Intimation to this effect shall be given to all bidders including request for extending the Bid validity if required.

- k. In addition to the other requirements covered above, the Bidder should provide information about any on-going litigation or arbitration resulting from contracts undertaken by the Bidder (including individual members of bidding consortium). Suppression of any information or material in this regard would be construed as a fundamental breach and the SDA reserves the right to take appropriate action including cancellation of the Bid, forfeiting of Bid security, etc. as may be deemed fit and proper by the SDA at any time without requiring to give any notice to the Bidder in this regard.
- l. The SDA reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals, at any time prior to the award of contract, without assigning any reason and without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the SDA's action.
- m. The Bidder has to submit an undertaking in the prescribed format in the bid that he accepts all the technical and commercial conditions of the bidding and shall abide by the same fully.
- n. In case of a bidder quoting the lowest bid for all the divisions, the lowest bidder would be given the first right to choose the divisions/ districts maximum permissible to be allotted. The SDA would then reserve the right to award one or more of the divisions to the second lowest bidder either on the lowest bid amount or on a negotiated mutually acceptable rate. One bidder would be allotted a maximum of [No. of districts/ divisions] districts/ divisions. The decision of the SDA shall be final and binding in this regard.

4.17 General Information: SCA

- a. The amount to be paid to the SCA towards revenue support from SDA for the 4 years period shall be based on the payment terms specified.
- b. The Competent Authority as designated by SDA will have the right to inspect the centers of the SCA already in operation for the purpose of verification and assessing the fulfillment of qualification criteria by the bidder. The CSCs must be available for inspection to the competent authority of SDA and Government of [Name of State] at all times.
- c. The implementation schedule specified in the Contract shall be strictly adhered to.
- d. List of locations for CSCs may change before the signing of the contract.
- e. The prospective SCAs bidding for this project are required to make their own assessment of the volume of transactions possible in the Common Service Centers project through any or all of the service streams referred to in this stream and take appropriate decisions on the historical data on the number of transactions, type of transactions, locations, etc.
- f. The SDA will not provide any guarantee, commitment or estimate of the number of transactions possible in the Common Service Centers project either for the purpose of sizing of the hardware, networking or for any other technical purposes. The bidders will have to make their own assessment based on business opportunities and growth possibilities that they perceive are feasible.
- g. The IPR and Source code of the present and all future enhancements of G2C architecture at the Common Service Centers System created by Go[Abbreviation for State] as envisaged in this project would belong to Go[Abbreviation for State]. Therefore any replication of the Common Service Centers system – application software in any other state or country by SCA would need approval from SDA. The bidders must provide a clear and unambiguous statement of compliance to this

condition. Non-compliance to this clause will be treated as disqualification.

5. THE BID PROCESS

5.1 Pre-bid Conference

- a. The Bidder or its official representative will be invited to attend a pre-Bid meeting, which will take place at SDA, [Address of SDA] on Day/Month/Year at. _____ hrs.
- b. The interested bidders may confirm their participation one day in advance.
- c. The purpose of the meeting will be to clarify issues and to answer questions on any matter regarding the bidding process or documentation that may be raised at this stage.
- d. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry), and the responses given, will be transmitted to all participants/bidders. The SDA shall make any modification of the Bid Documents, which may become necessary as a result of the pre-bid meeting and all the written responses give by the SDA to the requests for clarification on the RFP, by issuing an Addendum to the RFP
- e. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

5.2 Clarification on RFP

- a. A prospective Bidder requiring any clarification on the Request for Proposals may notify SDA in writing by signed letter or e-mail or fax to: [Address of SDA]
- b. The SDA will respond in writing to any request for clarification of the RFP, which it receives. Written responses to questions concerning the RFP (including an explanation of the query but without identifying the source of inquiry) will be given to the bidders.
- c. It is further clarified that the SDA shall not entertain any correspondence regarding delay or non-receipt of clarification.

5.3 Appointment of the Evaluation Committee*

- a. The SDA will appoint an Evaluation Committee for evaluation of the Bids including representatives of DIT, GoI and NLSA.
- b. The Evaluation Committee's decision would be binding on the Bidder

5.4 Opening of Bids

- a. **Step 1:** Envelope A will be opened by the Evaluation Committee, as per timelines specified in Exhibit 4 in Chapter 7 of Volume 2 of this RFP, to qualify bidders for Technical evaluation. Preliminary scrutiny of the pre-qualification will be made to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the Bids are generally in order. Bidders would be informed of the Committee's decision either through telephone/fax/post/email by authorized State personnel thereafter. Bidders would be intimated in advance to ensure sufficient time for the bidders to plan their availability for the technical presentations to be made to the Technical Evaluation Committee.
- b. **Step 2:** Envelope B (Technical Bid/s) will be opened by the Evaluation Committee, at _____ hrs on [Day/Month/Year] at [Address of the SDA], in presence of the qualified bidders or their authorized representatives.
- c. **Step 3:** Envelope C would be opened by the Evaluation Committee only for those bidders who achieve the threshold score during the Technical Evaluation.
- d. In the event of the date specified for Bid receipt and opening being declared as a holiday, the Bids will be received/opened the following working day at the appointed times.
- e. The date on which Envelope B would be opened and the date and time for the conduct of demonstration/presentations, if any, will be intimated to the qualified bidders by the SDA as per timelines specified in

Exhibit 4 in Chapter 7 of Volume 2 of this RFP, through Telephone/Fax/Post/Telegram/E-mail.

- f. Bids that are not opened shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the bidders.
- g. The SDA or his authorized representative will prepare Minutes of the Bid opening.
- h. The Bidder shall be responsible for properly super-scribing and sealing each Envelope and neither the SDA nor the Bid Evaluation Committee shall be responsible for accidental opening of Envelopes that are not properly super scribed and sealed.

6. EVALUATION OF BIDS AND SELECTION OF SCA

6.1 Information on Bid Evaluation

- a. The Evaluation Committee will evaluate and compare the Bids determined to be substantially responsive. a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Applicable Law and taxes and duties will be deemed to be a material deviation. The SDA's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. It is the SDA's intent to select the proposal that is most advantageous to the State and each proposal will be evaluated using the criteria and process outlined.
- b. The Evaluation Committee, where deemed necessary, may depute consultant/s to support the evaluation and selection process.
- c. The Evaluation Committee may choose to conduct negotiations or discussions with any or all of the bidders, at any time during the Bid evaluation process.
- d. Any attempt by a Bidder to influence the SDA or the Evaluation Committee in its Bid evaluation, Bid comparison or contract award decisions may result in rejection of the Bidder's Bid.
- e. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its Bid will be rejected and its Bid security may be forfeited
- f. If there is a discrepancy between words and figures, the amount in words will prevail
- g. The Evaluation Committee may waive any minor infirmity; nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

- h. The Evaluation Committee may visit the site of the Bidder's existing businesses and obtain additional information at their own cost and responsibility. The Bidder will arrange for the duly authorized personnel of the Bidder to provide access to the related departments participating in CSC Scheme.
- i. The evaluation methodology for this Scheme is purely internal to the State and would not be informed to any of the bidders.
- j. Information relating to the examination, clarification and comparison of the Bids and recommendations for the award of the project shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.
- k. Proposals not meeting the pre-qualification criteria will not be processed further beyond

6.2 Technical Bid Evaluation

- a. The objective of the Technical Bid evaluation is to short list bidders who have:
 - i. The technical experience/skills that are essential to establish a predominantly IT-enabled business activity as envisaged in the CSC scheme
 - ii. The financial strength that is necessary to contribute and/or arrange the funds required to set up and manage the CSCs in the desired time frame.
- b. The Evaluation Committee shall evaluate the Technical proposals of the qualified bidders on the basis of their responsiveness to this RFP and applying the evaluation criteria as specified below. Marks shall be assigned to each prospective SCA on the basis of the Technical Bid submitted. The Technical evaluation score shall be based on the number of marks that shall be awarded as per the structure proposed in the following paragraphs.

6.3 Technical Bid: Evaluating the Technical Capabilities of the Bidder

- a. This section should demonstrate the Bidder's understanding of the information provided in the RFP in terms of a viable business plan.
- b. The Evaluation Criteria along with the relevant marks for each component is summarized in Exhibit 3 below.

6.4 Technical Bid: Evaluating the Financial Capabilities of the Bidder

- a. The bidders will be evaluated on the following parameters:
 - i. Average Tangible Net Worth as per the latest past 3 years audited annual reports of the Prime Bidder OR
 - ii. Average Annual Funds received for the last 3 years as per audited reports of the Prime Bidder
 - iii. Tangible Networth = (Equity Capital + Reserves and Surplus - Revaluation Reserve) - (Accumulated Losses + Intangible assets)
 - iv. Existing Debt-Equity Ratio as per audited balance sheets for the past three financial years
 - v. Current Ratio as per the latest audited balance sheet
- b. The average shall be calculated as a simple average over the three years. In case of a consortium, the cumulative networth of the consortium will be considered. In case of Debt-Equity Ratio and Current Ratio, the financial statements of the principal bidder will be considered.
- c. For a Consortium, the lead member's financial statements as well as of the other members shall be considered only for Tangible networth calculations.
- d. Copies of audited annual reports to support the financials must be provided.
- e. If the lead member of the Consortium is a corporate body or a company registered under the companies act, the financial parameters shall be the average tangible Net worth.

- f. If the lead member of the Consortium is a TRUST or a Society, then only the average fund flow parameter is to be considered
- g. The maximum marks for this section is 30, and will be awarded slab-wise

Exhibit 3: Evaluation Criteria*

SI	Evaluation Criteria	Marks	Total
A	Technical Criteria		70
1.	Project Experience:		20
	i. Projects implemented under PPP model	3	
	ii. ICT-enabled Projects/ Franchise based projects	7	
	iii. Experience in selling/working in rural markets/regions	7	
	iv. Local presence/project experience in <i>[Name of State]</i>	3	
2	CSC Project Proposal		50
	i. Tie-up with Content & Services Providers	10	
	ii. Business Plan including assumptions, Capital Cost, Operating Cost, G2C & B2C Revenues over a period of 4 years	5	
	iii Organization Structure	5	
	iv Selection of VLE and Training (weightage will be given for existing tie-ups with local SHGs/ NGOs)	5	
	v Fund mobilization and financial commitments	5	
	vi Project Implementation Plan and Schedule	5	
	vii CSC Transaction Monitoring Mechanism	5	
	viii Payment Mechanisms	5	
	ix. Technology Plan for Last Mile Connectivity	5	
B	Financial Criteria		
	For Corporates		30
1	Average Tangible Net worth/ Unit Bidding Division	20	
A	<i>> Rs.15 crores</i>	20	
B	<i>Between Rs.10-15 crores</i>	15	
C	<i>Between Rs.6-10 crores</i>	10	
D	<i>< Rs.6 crores</i>	5	
2	Debt-Equity Ratio	5	
A	< 1:1	5	
B	1.1:1 – 1.3:1	3	
C	> 1.3:1	1	
3	Current Ratio	5	
A	> 1.33	5	
B	1 – 1.32	3	

SI	Evaluation Criteria	Marks	Total
C	< 1	1	
	For Trusts/ Societies		30
1	Average Annual Funds Received for the last 3 years		
A	> Rs.20 crores	30	
B	Between Rs.15-20 crores	25	
C	Between Rs.10-15 crores	20	
D	Between Rs.2-10 crores	15	
E	< Rs.2 crores	10	
TOTAL			100

- c. To Technically qualify:
- i. For Corporates, the bidders would require to satisfy a total score of at least 70.
 - ii. For Trust/ Societies, the bidders would require to satisfy a total score of at least 65.

6.5 Financial Bid Evaluation

- a. Although the Financial Bid will be submitted at the same time with Technical Bid, it will be opened only after completing the evaluation of Technical Bids. Prior to the detailed evaluation of the Financial Bid, the SDA may determine whether each Bid or Bidder:
 - i. Continues to meet the eligibility criteria as given in this RFP;
 - ii. Is in complete compliance with the Technical Bid requirements;
 - iii. Has been properly signed and contains any required representations or commitments;
 - iv. Is presented in a manner that matches with the requirements of the RFP and follows the required formats;
 - v. Conforms to all terms, conditions, and specifications of the Bid Documents without material deviation or reservation.
 - vi. A material deviation or reservation is one:
 - Which affects in any substantial way the scope, quality, or performance of the Project; or

- Which limits in any substantial way, inconsistent with the Bid Documents, the SDA's rights or the Bidder's obligations under the Agreement;
 - Whose rectification would affect unfairly the competitive provision of other bidders presenting substantially responsive Bids.
- b. In addition to the above, each Bidder is required to provide as part of the Financial Bid an estimate of the project cost.
- c. The Financial Bids of those bidders only shall be opened who scored 70% or above i.e. [Total marks] or above 70 out of 100 marks in the evaluation of the Technical Bid, in case of corporates. In case of trusts/societies, Financial Bids of those bidders only shall be opened who scored 65% or above i.e. [Total marks] or above 65 out of 100 marks in the evaluation of the Technical Bid.

6.6 Selection of the SCA

- a. The Evaluation Committee will select that Bidder as the SCA, who has quoted the lowest amount of revenue support from the State.
- b. In case of a tie in the Financial Bid, then the highest marks obtained by the Bidder in the Technical Bid would be the preferred Bidder.
- c. In case when even the marks obtained by the bidders in Technical Bid are equal, then the Bidder with higher financial net worth shall be the preferred Bidder. Alternately, the SDA may decide to negotiate with the Bidders on their Financial Bid amount and the Bidder who quotes the lowest revenue support would be preferred.
- d. In case there is a single Bid, the same would be accepted by the SDA after appropriate negotiations with the Bidder.
- e. The SDA's decision would be final and binding to the Bidders.

6.7 Notification of Award

- a. A Bidder is allowed to bid for one or more number of the divisions, but the SDA reserves the right to award a maximum of ____ divisions/districts even if the revenue sought is least in all the divisions.
- b. Prior to the expiration of the period of Bid validity, the SDA or its authorized representative will notify the successful Bidder in writing vide a registered letter or by fax that the Bid has been accepted.

6.8 Negotiations

- a. Negotiations, if any, will be held with the selected bidder at the office of the SDA.
- b. The negotiations will conclude with the drafting and conclusion of Master Service Agreement between the selected bidder and the SDA.

6.9 Signing of Contract

- a. The SDA or his authorized representative will send the Bidder the Master Service Agreement (MSA) {Enclosed as Volume III of this RFP}
- b. Within ten days of receipt of the MSA, the successful Bidder shall sign and date the MSA and return it to the SDA or his authorized representative. Any incidental expenses of execution of agreement shall be borne by the successful Bidder(s).
- c. The Bidder will furnish the Performance Security, adjusted against the bid security, (as described in para 4.2 of this document) along with the MSA
- d. Hereafter the successful Bidder shall be officially termed as the “Service Centre Agency - SCA” for the State, under the CSC Scheme
- e. Any neglect or failure on the part of Bidder to obtain reliable information, upon the foregoing or any other matter affecting the implementation and operation of the CSC scheme and the Contract shall not relieve the selected Bidder from any risks or liabilities or from the responsibility of implementation and operation of the CSC scheme

in the divisions, bid for by the Bidder for the specified period as defined in the Contract Documents.

7. PROPOSED TIME-LINES FOR THE BID & SELECTION PROCESS

7.1 Key Dates and Timelines

- a. The following key dates are proposed for this project. The bidders are required to comply with the RFP target dates

Exhibit 4:

Activities	Timelines
Issuance of RFP	T = 0
Pre-Bid Meeting	T + 0.5 months
Issuance of Amendments & Minutes of Pre-Bid Meeting	T + 0.75 months
Submission of Bids & Opening of Bid covers	T+ 1.75 months
Technical Presentations	T + 2.25 months
Submission of Evaluation Report by Evaluation Committee	T + 2.5 months
Approval of Evaluation Report by State	T + 2.75 months
Opening of Financial Bids	T + 3.0 months
Finalization of Service Level Agreements with preferred bidder	T + 3.75 months
Issuance of Letter of Intent	T + 4.0 months
Commencement of Roll –out of CSCs	T + 5.0 months
Completion of roll-out of CSCs & Operationalizing of 100% CS	T + 17.0 months

List of Annexures

ANNEXURE 1 – MEMORANDUM OF UNDERSTANDING

(MoU to be executed by the Consortium Members on Rs.100 Stamp Paper)

The MoU should at least cover the following: -

- Roles of each member of the consortium
- Equity participation commitment by each member of the consortium and total Shareholding pattern (Lead Member to have more than 51% equity)
- Lock in period for equity
- Mechanism for decision making in the JV company/ TRUST and dispute resolution

ANNEXURE 2 – FORMAT FOR POWER OF ATTORNEY FOR APPOINTING THE LEAD MEMBER COMPANY/ TRUST

{ On Rs.100 Stamp Paper }

KNOW ALL MEN by these presents that we, ...[name of the company/ TRUST], a company/ TRUST incorporated under the Companies Act 1956/ Society's Act, having its Registered Office at ...[Address of the Company/ TRUST] (hereinafter referred to as "Company/ TRUST"):

WHEREAS the Company/ TRUST along with _____ and _____ (give name and registered office address) is forming a joint venture/consortium to submit Technical and Financial Bids in response to the Request for Proposal ("RFP") CSC Project at [State Capital] issued by the [Nodal Agency], and is desirous of appointing an attorney for the purpose thereof.

Whereas the Company/ TRUST deems it expedient to appoint M/s. _____ (name of Company/ TRUST, registered office address) as the Attorney of the Company/ TRUST.

NOW KNOW YE ALL BY THESE PRESENTS, that _____[name of company/ TRUST] do hereby nominate, constitute and appoint...[name the lead member company/ TRUST]..as its true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Company/ TRUST in its name and on its behalf, that is to say :

To act as the Lead Member of the Joint Venture/Consortium for the Purposes of the Project;

In such capacity, to act as the Company/ TRUST's official representative for submitting the Technical and Financial Proposals for the Project and other relevant documents in connection therewith.

To sign all papers for all bids, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;

To sign and execute contracts relating to the Project, including variation and modification thereto;

To represent the Company/ TRUST at meetings, discussions, negotiations and presentations with JAP-IT, Government Authorities, Competent Authorities and other Project related entities;

To receive notices, instructions and information for and on behalf of the Company/
TRUST;

To execute the Service level Agreement for and on behalf of the Company/ TRUST;

To do all such acts, deeds and things in the name and on behalf of the Company/ TRUST
as necessary for the purpose aforesaid.

AND the Company/ TRUST hereby covenants with the said Attorney to ratify and
confirm all and whatever the attorney may lawfully do or cause to be done by virtue of
these presents.

IN WITNESS WHEREOF the Company/ TRUST puts its hand and seal to this Power of
Attorney on this [day, month & year]

The common seal of [name of the company/ TRUST] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the ____ day of _____, 2006 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/ TRUST of [name of the company/ TRUST]) The common seal of [name of the)))-----) [name & designation of the person])
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ANNEXURE 4: PROJECT EXPERIENCE AND TRACK RECORD (Table is Indicative)

Annexure 2

Project Experience and Track Record

SI	Name of Project/Business	ICT/non-ICT	Sector/ Industry	Type (PPP,etc.)	No. of Kiosks/Franchisees/ Centres	Size/Turnover

Attach appropriate support documentation as Annexures, where necessary

ANNEXURE 5: LETTER OF ACCEPTANCE

To:
The Nodal Officer
Nodal Agency
Government of _____
[Address]

Re: RFP for selection of SCAs for CSC Scheme

Sir/Madam,

We M/s..... (Name of the Bidder), agree to abide by the implementation schedule (enclosed hereinunder) for setting up the Common Services Centers, as may be allotted to us by the [SDA] as an SCA, failing which the Nodal Officer, SDA, or his authorized representative may at their discretion, reject and cancel the contract agreement, if so awarded.

Implementation Schedule

Milestone	Month/Year of Completion
Signing of Contract	
_____ CSCs set up	
_____ CSCs set up	
_____ CSCs set up	

Yours faithfully,

Place:
Date:
Signature & Seal of the Bidder

ANNEXURE 6: UNDERTAKING

To:

The Nodal Officer

Nodal Agency

Government of _____

[Address]

Re: RFP for selection of SCAs for CSC Scheme

Sir/Madam,

We M/s..... (Name of the Bidder) do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Bid Document no. _____ while performing the contractual obligations relating to roll out of Common Services Centers and subsequent operations in various divisions/districts in [Name of State].

Yours faithfully,

Place:

Date:

Signature & Seal of the Bidder

ANNEXURE 7: FINANCIAL BID

To:

The Nodal Officer

Nodal Agency

Government of _____

[Address]

Re: Financial Bid for selection as an SCA for CSC Scheme

Sir/Madam,

Having examined the Bid Document no. [including addenda number _____ dated _____], we the undersigned, offer to quote the following rates towards revenue support for setting up _____ CSCs in the following divisions in the State of *[Name of State]*.

SL. No.	Name of Division/Districts for which Bid form is submitted	Approx No. of CSCs proposed*	Average Revenue Support Required from [SDA] in Indian Rupees per CSC per month averaged over the 4-year period
1	<i>[Insert Name of Division/District]</i>	<i>[Insert CSC per division]</i>	
2	<i>[Insert Name of Division/District]</i>	<i>[Insert CSC per division]</i>	
3	<i>[Insert Name of Division/District]</i>	<i>[Insert CSC per division]</i>	
4	<i>[Insert Name of Division/District]</i>	<i>[Insert CSC per division]</i>	
		<i>Total CSC No]</i>	

**Note: The bidder may bid for any number of divisions. The no. of CSCs shall be a minimum of _____. The numbers are indicative and may vary slightly in due course.*

CONDITIONS:

- i. We undertake, if our Bid is accepted, we shall establish and operate CSCs in the divisions awarded to us in accordance with the terms and conditions in Bid document.
- ii. If our Bid is accepted we will obtain the Guarantee or Demand Draft from a Scheduled Commercial Bank for a sum of equivalent to 2% percent of the total revenue support sought for 4 years for divisions entrusted to us OR Rs.5 Lakhs per district/ Rs.20 Lakhs per division, whichever is more.
- iii. We agree to abide by this Bid for a period of 180 days after the date fixed for opening of Second Envelope of this Bid document and shall remain binding upon us and may be accepted at any time before the expiry of that period.
- iv. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
- v. We understand that in competing for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely “ Prevention of corruption act 1988”.
- vi. We understand that you are not bound to accept a lowest offer that you may receive.

BID VALIDITY

The Bid is valid for a period of 120 days from the date of opening of Bid.

Place:

Date:

Signature & Seal of the Bidder

ANNEXURE 8: ASSUMPTIONS FOR BUSINESS PLAN (Table is Indicative)

Division/District:				
Cost Head	Y1	Y2	Y3	Y4
	Avg Amt / Month	Amount Per Month	Amount Per Month	Amount Per Month
CSC Revenues per month				
e-Government Services				
B2C Services				
B2B Services				
G2B Services				
Others				
Total Income - A				
Debt Servicing				
Operating Expenses				
Connectivity				
Consumables				
Maintenance/Insurance				
Electricity				
Business Promotion				
Rent				
Staff salaries				
Others				
Total Expenses - B				
Net Profit/Loss (A-B)				

ANNEXURE 9: FORMAT - BANK GUARANTEE FOR PERFORMANCE SECURITY

From a Nationalized Bank's Branch in _____

(On a Non-Judicial Stamp Paper as per value applicable in the State)

FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

This Deed of Guarantee is made on this ____ day of _____, 200_ at. by _____(Nationalized Banks only), constituted under _____ and having its Head Office/Registered Office at _____ and inter-alia a Branch Office at _____ (hereinafter referred to as the Bank. or .the Guarantor, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favor of _____ ,here in after referred to as SDA

WHEREAS

A. [.....], a company within the meaning of the Companies Act, 1956 and having its Registered Office at [_____] (herein after referred to as the said Service Centre Agency . Which expression unless repugnant to the subject or context includes its successors, legal representatives and permitted assigns) has been awarded the contract to implement the Common Services Centers Scheme on the terms and conditions stated in the Contract (Services) Agreement dated_____. As per the terms of the CONTRACT the said SCA has to provide a Performance Guarantee as per the format contained under the Contract Agreement.

Accordingly, the said SCA requested the Bank to issue a Performance Guarantee in accordance with the terms and conditions of the Contract Agreement.

B. The said SCA has to undertake performance obligations for the _____ of the Works and Facilities under the Common Services Centers Scheme for _____ in accordance with the terms and conditions of the Common Services Centers Scheme entered into between the SDA, acting through Government of _____, and the Service Centre Agency.

C. The Bank, has agreed to issue this Performance Guarantee for securing the performance of the Contract Agreement.

NOW THIS GUARANTEE WITNESSETH and it is hereby agreed and guaranteed as follows:

1. At the request of the said SCA, the Guarantor has agreed to make and issue this Guarantee, in consideration of SDA entering into the CONTRACT with the said SCA for

the scope of work as set out in the CONTRACT in accordance with the terms and conditions contained in the CONTRACT executed with _____; and the Bank hereby undertakes as Guarantor to pay on demand without demur to SDA an amount not exceeding Rupees _____ being Performance Security as defined under the CONTRACT in the event of any breach or non-performance of the terms and conditions contained in the Contract executed between SDA, and the said SCA in accordance with the terms and conditions herein contained, without proof of actual damage or loss. This Guarantee shall come into effect only upon the notice to proceed being issued by SDA or its nominated agencies to the said SCA in accordance with the CONTRACT and upon endorsement of a copy thereof to the Bank.

2. The Guarantor in pursuance of the terms and conditions of the CONTRACT hereby agrees absolutely and irrevocably and unconditionally guarantees as the prime obligor/principal debtor to make payment of the sum of Rupees _____ valid for _____ year/s and Rupees _____ for the subsequent years of the term of the CONTRACT to SDA to secure due and faithful performance by the said SCA of its obligations under the CONTRACT.

3. The Guarantor hereby undertakes to pay the amount due and outstanding or payable under this Guarantee, without any protest or demur and merely on a demand by SDA stating that the amount claimed, in the demand notice is due by way of loss or damage caused or likely to be caused or suffered or likely to be suffered by SDA, by reason of the breach by the said SCA under the CONTRACT of any of the terms and conditions contained therein or by reason of the said SCA's failure to perform any of its obligations under the CONTRACT.

4. The Bank as Guarantor here by agrees that the decision of the SDA as to whether the said SCA has failed to or neglected to perform or discharge its duties and obligations as afore said and not in accordance with the standards under the CONTRACT and/ or as to the amount payable to SDA by the Bank hereunder is final and conclusive and binding on the Bank. A certificate of SDA to the effect that the amount due and payable under the Guarantee shall be final, binding and conclusive upon the Bank.

5. In the event of delay on the part of the Bank to pay on demand, the Bank shall be liable to pay interest at the rate of 2% above its prime-lending rate, compounding quarterly, to the beneficiary. There shall not be any delay in payment of the guaranteed amount and payment of interest shall not be an excuse for delaying the payment of guarantee amount. Time is the essence of this Performance Guarantee.

6. The Guarantor shall also indemnify and keep SDA indemnified against all losses, damages, costs, charges claims and expenses whatsoever which SDA may suffer, pay or incur by reason of or in connection with any default on the part of the said SCA, including legal proceedings taken against the said SCA and/ or the Guarantor for the recovery of the monies referred to in para 1 above.

7. The Guarantor hereby agrees that without the concurrence of the Guarantor, SDA and the said SCA shall be at liberty to vary, alter or modify the terms and conditions of the CONTRACT executed by SDA with the said SCA, and in particular to defer, postpone or revise the payment schedule under the CONTRACT, modify the work at site and payment of interest or other monies under the CONTRACT on such terms and conditions as maybe considered necessary by SDA.

8. The Guarantor agrees that its liability under this guarantee shall in no manner be affected by any such variation, alteration, modification, waiver dispensation with or release of security and that no further consent of the Guarantor is required for giving effect to any such variation, alteration, modification, waiver dispensation with or release of security.

9. SDA shall have full liberty without notice to the Guarantor without in any way affecting this guarantee;

i. to exercise at any time and in any manner any power reserved to SDA under the CONTRACT;

or

ii. to enforce or forebear to enforce payment under the CONTRACT or any part thereof or interest

or

other monies payable to SDA by the said SCA or any of the remedies or securities available to SDA or to enter into any composition or compound with the said SCA or to grant time or any other indulgence or facility to the said SCA, the Guarantor shall not be released by the exercise by SDA of its liberty in regard to the matters referred to above or by any act or omission on the part of SDA or by any other thing, matter of whatever which under the law relating to sureties for the provisions herein have the effect of so releasing the Guarantor, the Guarantor hereby waives in favor of SDA so far as may be necessary to give effect to any of the provisions of this Guarantee, all the surety-ship and other rights which the Guarantor may otherwise be entitled to enforce.

10. This Guarantee shall be enforceable against the Guarantor notwithstanding that any security or securities comprised in any instrument executed or to be executed by the said SCA in favor of SDA may at the time when the proceedings are taken against the Guarantor of this guarantee be outstanding or unrealized or lost

11. The rights of SDA against the Guarantor shall remain in full force and effect notwithstanding any arrangements which may be reached between SDA and any other Guarantor, if any, or not withstanding the release of that other, from liability and not withstanding that any time hereafter the other Guarantor may cease for any reason

whatsoever to be liable to SDA, SDA shall be at liberty to require the performance by the Guarantor of its obligations hereunder to the same extent in all respects as if the Guarantor had at all times been solely liable to perform the said obligations

12. To give effect to this Guarantee, the SDA may act as if the Guarantor were the principal debtor to the SDA. The SDA shall be entitled to proceed to institute proceedings against the Guarantor notwithstanding that no legal proceedings or recovery action is commenced simultaneously or even during the course of recovery proceedings against the said SCA. The postponement of action against the said SCA shall be a matter of sole discretion of the SDA and the Guarantor expressly agrees to such course of action and waives any objection thereto. The Guarantor accepts that the present guarantee is the prime security to the Common Services Centers Scheme and the realization from the said SCA's assets can be postponed by the SDA till after the recovery of the amounts claimed or demanded from this Guarantee.

13. The Guarantor shall not in the event of the liquidation of the said SCA prove to be in competition with the SDA in the liquidation proceedings. In the event that the Guarantor has provided loans to the said SCA, the recovery of such loans or debtor interest or other recovery due there on shall be postponed till the full recovery of all dues and amount so owed to the SDA and the Guarantor's claim in liquidation shall rank subsequent to and second in priority to the claim of the SDA even in liquidation proceedings of the said SCA for dividend distributed in winding up. Such dividend shall be paid first to the SDA and even the said SCA's share of the dividend would be made to the SDA first, to satisfy the outstanding of the SDA. Only after satisfaction of the SDA's claim from the said SCA's assets subjected to liquidation proceedings of the said SCA, the Guarantor be entitled to receive any of its dues /dividend in liquidation.

14. A certificate in writing signed by a duly authorized official of the SDA shall be conclusive evidence against the Guarantor of the amount for the time being due to the SDA from the said SCA in any action or proceeding brought on this Guarantee against the Guarantor.

15. This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the SDA by the said SCA and shall be valid and binding on the Guarantor and operative until repayment in full of all moneys due to the SDA under the CONTRACT.

16. This Guarantee shall be irrevocable and the obligations of the Guarantor hereunder shall not be conditional on the receipt of any prior notice by the Guarantor or by the said SCA except as provided in Para 3 above. The liability of the Guarantor under this Guarantee shall not be affected by

- i. any change in the constitution or winding up of the said SCA/ Guarantor or any absorption, merger or amalgamation of the said SCA/ Guarantor with any other company, corporation or concern, or

- ii. any change in the management of the said SCA or Guarantor or take over of the Management of the said SCA/Guarantor by Central or State Government or by any other authority, or
 - iii. acquisition or nationalization of the said SCA/Guarantor and/or of any of its undertaking(s) pursuant to any law, or
 - iv. any change in the constitution of the said SCA, or
 - v. the absence or deficiency of powers on the part of the Guarantor/ said SCA to give guarantees and/ or indemnities or any irregularity in the exercise of such powers.
17. The Guarantor represents and warrants that it has the full authority to make and execute this Guarantee. The Guarantor has accepted all the terms and conditions contained in the CONTRACT as binding on it.
18. The Guarantor represents that all regulatory approvals, permits and authorizations as are necessary for the issuance of this Guarantee have been received and are in full force and effect.
19. The Guarantor represents that there is no litigation or arbitration or other proceedings pending against the Guarantor, which could reasonably be expected to have a material adverse effect or change in the Guarantor's ability to perform its obligations under this Guarantee. The Guarantor shall be bound to serve notice immediately to the SDA in the event of any winding up notice or action or proceeding being instituted against it or in the event of any Official Liquidator or Provisional Liquidator or Receiver being appointed for the Guarantor and for notifying all material facts concerning the said SCA's/ Guarantor's business plans profitability projections or ability to perform the CONTRACT. The Guarantor shall notify the SDA in the event of any proposal for merger, subsidiarisation or augmenting its liabilities or assuming the liabilities for any subsidiary or for any de-merger of the Guarantor and obtain the written consent of the SDA before proceeding with any such proposal.
20. This Guarantee shall be valid during the CONTRACT period and till the expiry of 6 months after end of CONTRACT period. The Guarantor undertakes to execute the enhanced guarantee after _____ years from the date of execution of the CONTRACT to Rupees _____ as a Performance Guarantee and deliver the same to SDA, 30 days prior to the expiry of each year till _____.
21. This Guarantee shall be released or discharged only by an express release letter issued by SDA. Such a release letter shall be issued by SDA only upon the completion of the works under the CONTRACT and the expiry of six months.
22. Notice to proceed referred to in para 3 above and any demand for payment or notice under this Guarantee shall be deemed to be sufficiently given if sent by post to or left at

the last known address of the Guarantor or their successors or assigns, as the case maybe, such demand or notice is to be made or given, and shall be assumed to have reached the addressee in the normal course, if given by post, and no period of limitation shall commence to run in against the Guarantor until after demand for payment in writing shall have been made or given as aforesaid and in proving such notice when sent by post, it shall be sufficient if proved that the envelope containing the notice was posted and a certificate by any of the responsible officers of the SDA, Government of India or its nominated agencies that to the best of his knowledge and belief, the envelop containing the said notice was so posted shall be conclusive as evidence against the Guarantor, even though it was returned unserved on account of refusal of the Guarantor or otherwise. The Guarantor agrees that there is no necessity of issuing simultaneous demand or even a subsequent demand upon the said Operator for invoking this Guarantee as the Guarantor's liability under this Guarantee is on the basis that the Guarantor's liability is that of the principal debtor for all purposes. This Guarantee shall not be revocable and the obligations contained herein shall not be conditional on any prior notice to the said SCA and as an irrevocable Guarantee, the amounts due shall be paid forthwith upon demand by SDA.

23. The rights of SDA under this Guarantee may be assigned, at any time, to its nominated agencies or any other entity appointed by the Government of India/Government of _____[State] in place of SDA.

The jurisdiction in relation to this Guarantee shall be the Courts at _____ and Indian Law shall be applicable.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this ____ day of _____and year first herein above written. Signed and delivered by the above named _____Bank by its Authorized Signatory as authorized by Resolution / Regulation / Decision of its Regional Board / Central Board in accordance with the decision / resolution passed on _____.

Authorized Signatory

In the presence of:

- 1.
- 2.

ANNEXURE 10: CREDIT INFORMATION REPORT

Note to bidders: This letter needs to be sent directly to the SDA's address in sealed envelopes by the Banks. The envelope should also have bank seal and signature at the joints of the envelope to ensure transparency in the bidding process.

1. Name:
2. Address:
3. Constitution [Please Indicate (✓)]

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Private Limited Company |
| <input type="checkbox"/> Proprietorship | <input type="checkbox"/> Public Limited Company |
| <input type="checkbox"/> Joint Hindu Family | <input type="checkbox"/> Public Sector (Central Govt.) |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Public Sector (State Govt.) |
| <input type="checkbox"/> Others | |

4. Name of Proprietier/ Partners/ Directors/ Karta& Co-owners of Joint Hindu Family

_____	_____
_____	_____
_____	_____
_____	_____

5. Nature of Account [Please Indicate (✓)]

- | | |
|----------------------------------|--------------------------------------|
| <input type="checkbox"/> Savings | <input type="checkbox"/> Cash Credit |
| <input type="checkbox"/> Current | <input type="checkbox"/> Others |

6. The amount and nature of credit facilities enjoyed by the company:

7. Banking Since: Year _____ No. of Years: _____

8. Business/ Company established/ incorporated (date to be specified): _____

9. Nature of Business activity and location (Main activities in firm):

ANNEXURE-11: BID SECURITY FORM

(Bank Guarantee to be furnished on Rs. 50/- stamp paper)

To, [Nodal Officer]

Sir,

Whereas.....(hereinafter called “the Bidder”) has submitted its bid dated.....2006, for setting CSCs in the various divisions in the State of [Name of State] . (hereinafter called the “Bid”) KNOW ALL MEN by these presents that WE..... of.....having our registered office At(hereinafter called the Bank”) are bound unto.....(hereinafter called “the [Nodal Officer] or his authorized representative”) in the sum of for which payment well and truly to be made to the said [Nodal Officer] or his authorized representative , the Bank binds itself, its successors and assigns by these presents. Sealed, with the Common Seal of the said Bank this day of 2006.

THE CONDITIONS of this obligation are:

If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

If the Bidder, having been notified of the acceptance of its bid by the [Nodal Officer] or his authorized representative during the period of bid validity:

- (a)Fails or refuses to execute the Contract Form if required; or
- (b)Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay the [Nodal Officer] or his authorized representative up to the above amount upon receipt of its first written demand, without the [Nodal Officer] or his authorized representative having to substantiate its demand, provided that its demand the [Nodal Officer] or his authorized representative will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)