

CSC E-GOVERNANCE SERVICES INDIA LTD. NEW DELHI

Request for Proposal (RFP)
Business Partner Selection for CSC India Online Portal

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1. Request for Proposal (RFP)

1	.1.	Cov	ering/	Letter
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To,	Date: August 8, 2011

- 1.1.1. CSC e-Governance Services India Ltd. (CSC SPV) invites proposals, valid for 90 days from the date of opening and accompanied by an Earnest Money Deposit (EMD) of Rs. 3,00,000 (Rupees Three Lakhs only) from interested Bidders for "design, development, implementation, maintenanceof the CSC India Online Portals and procuring services partnerships for online service delivery via the Portal" on an expedited basis.
- 1.1.2. CSC SPV intends to select the Bidders through a bidding process as per procedure set out herein.
- 1.1.3. The selected Bidder will be called "Business Partner" for this RFP and for the entire duration of the contract thereof.
- 1.1.4. Interested Bidders are expected to submit the "Pre-qualification, Technical and Financial bids" as per instructions in Para 4.2. The sealed proposals may be submitted at the address mentioned in Para 1.2 on or before September 5th 2011, at 3:00 pm.
- 1.1.5. The RFP document being issued is non-transferable.
- 1.1.6. Any corrigenda/clarifications related to this RFP will be issued using the same correspondence process as for the RFP.
- 1.1.7. Interested Bidders are advised to study this RFP document carefully before submitting their bids in response to the bid invitation. Submission of a bid in response to this invitation shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 1.1.8. CSC e-Governance Services India Ltd. reserves the right to reject any or all the bids in whole or part without assigning any reasons.

1.1.9. Earnest Money Deposit (EMD): All bids submitted in response to the RFP document must be accompanied by Earnest Money Deposit of Rs. 3,00,000.00 (Rs.Three lakh only) in the form of a Bank draft.

1.2. ImportantInformation

	Information	Details/Target Date
1.	Date of Issue of RFP Document	Monday, August 8, 2011
2.	Last date for submission of queries	Wednesday, August 17, 2011
3.	Response to queries and Pre-bid	Friday, August 19, 2011
	Meeting	
4.	Last date and time for bid submission	Monday, September 5, 2011, 3:00 pm
5.	Opening of Pre-qualification bids	Monday, September 5, 2011, 3:30pm
6.	Opening of Technical bids	Monday, September 9, 2011, 3:00 pm
7.	Opening of Financial bids	Thursday, September 16, 2011, 3:00 pm
8.	Contact person for queries	The Company Secretary
		CSC e-Governance Services India Ltd
		4 th Floor, Electronics Niketan,6, CGO
		Complex, Lodi Road, New Delhi-110003
		Phone: 011-30481605
		Email: infocscspv@cscegovindia.com
9.	Addressee and Address for bid	The Company Secretary
	Submission	CSC e-Governance Services India Ltd
		4 th Floor, Electronics Niketan,6, CGO
		Complex, Lodi Road, New Delhi-110003
		Phone: 011-30481605
		Email: infocscspv@cscegovindia.com

1.3. Other Details Related to the Bid

	Information	Details
1.	Earnest Money Deposit (EMD) in the	Amount of Rs. 3,00,000.00
	form of a Demand Draft	(Rupees Three Lakhs only)
2.	Bid validity period	3 months from the date of bid
		submission
3.	Deadline for signing contract	7 working days of the date of notice of
		award of the contract
4.	Performance Bank Guarantee	Rs. 20,00,000.00
		(Rupees Twenty Lakh only)
5.	Performance Bank Guarantee validity	6 Months beyond expiry of contract
	period	period

2. Background

The Government of India has formulated the National e-Governance Plan (NeGP) with the vision of providing all government services in an integrated manner at the doorstep of the citizen, at an affordable cost. The Common Services Centers (CSC) Scheme envisages setting up more than 100,000 internet enabled ICT centers named as Common Services Centers (CSC) in the Public Private Partnership (PPP) mode in rural areas. Each CSC is run by a Village Level Entrepreneur (VLEs) selected who is selected by the Service Centre Agencies (SCAs), the private sector partners under the CSC Scheme. The CSCs are envisioned as the front end service delivery points, for government, social and business services in rural India. It is proposed that the CSC network be expanded by additional 150,000 Bharat Nirman (BN) CSCs under the BN CSC Scheme.

The CSC e-Governance Services India Ltd. [CSC SPV] has been established as a company under the Companies Act 1956, with the objectives of:

- Ensuring systemic viability and sustainability of the CSC Scheme
- Monitoring the outcomes being achieved by the CSCs
- Enabling delivery of G2C and B2C services via the CSCs
- Providing a standardized framework for collaborative decision making
- · Catalyzing and maintaining content aggregation on an on-going basis
- Building stakeholder capacity
- Looping best practices

CSC SPV proposes to create a dynamic online platform- the CSC India Online Portal in the course of seeking to achieve the above objectives. Revenue generated from services offered through this Portal will also be shared with the SCAs and VLEs based on terms to be separately agreed upon.

The main objective of this RFP is toidentify a Business Partner who will be responsible for the design, development, implementation and maintenance of the CSC India Online Portal (hereinafter referred to as the "Portal") as well as procuring partnerships for online service delivery as per the Terms of Reference (TOR) specified in *Annex-1*.

3. Brief Description of Selection Process

CSC SPV seeks to adopt a three stage procedure for opening and evaluation of the bids. The First State will be the Pre-Qualification wherein CSC SPV shall verify whether the bidder fulfills each of the Pre-Qualification criteria specified in section 4.4. Technical bids of only the pre-qualified bidders shall be opened on September 9, 2011 at 3:00 pm. In the Second stage, the Technical Bids of the Pre-Qualified

Bidders will be evaluated based on the criteria outlined in Para 4.5 and scored on a total of 100 points. In the Third and Final stage, the Financial Bids of only those bidders who have obtained a minimum 80% score in the technical evaluation will be opened. Proposals will be finally ranked according to their financial bids and the contract will be awarded to the Bidder who provides the lowest financial quote (L1).

4. Terms and Conditions

4.1. Pre-bidMeeting

- 4.1.1. CSC SPV shall hold a pre-bid meeting with the prospective Bidders on August 19, 2011 at Electronics Niketan, 6 CGO Complex, Lodi Road, New Delhi.
- 4.1.2. Queries received in writing, from the Bidder, 48 hours prior to the pre-bid meeting shall be addressed. The queries can also be sent to the CSC SPV through email at infocscspv@cscegovindia.com.

4.2. Bid Submission

- 4.2.1. All bids should be submitted in one sealed envelope clearly marked "Bid for selection of Business Partner for design, development, implementation and maintenance of the CSC India Online Portal" and bearing the name, address, telephone number, e-mail and fax no. of the bidder. The bid should include the following:
 - 4.2.1.1. Bank Draft towards the EMD
 - 4.2.1.2. Pre-qualification bid in one separate sealed cover marked as "Prequalification Bid" as per format specified in *Annex-2*
 - 4.2.1.3. Technical bid in one separate sealed cover marked as "Technical Bid" as per format specified in *Annex-3*
 - 4.2.1.4. Financial bid in one separate sealed cover marked as "Financial Bid" as per format specified in *Annex-4*.
- 4.2.2. Earnest Money Deposit (EMD) of Rs. 3,00,000.00 (Rupees Three Lakh only) has to be submitted. The EMD is to be submitted through Demand Draft of any scheduled commercial bank drawn in favor of "CSC e-Governance Services India Limited, New Delhi", payable at New Delhi, along with the bid. Bid received without the EMD will be rejected straight away. EMD of unsuccessful bidders shall be returned, without any interest, within one month of tender finalization.
- 4.2.3. A bidder is eligible to submit only one Bid for the Project.
- 4.2.4. All the bid documents should be signed by the Authorized Signatory.
- 4.2.5. All pages of the bid being submitted must be sequentially numbered by the Bidder.

- 4.2.6. CSC SPV shall not be responsible for any delay on the part of the Bidder in obtaining the terms and conditions of the tender notice or submission of the bids.
- 4.2.7. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 4.2.8. Conditional bids shall not be accepted on any ground and shall be rejected straightaway. If any clarification is required, the same should be obtained before submission of the bid.
- 4.2.9. CSC-SPV may also reject any bid found incomplete in any respect, without assigning any further reason.
- 4.2.10. CSC SPV reserves the right to reject any bid and appropriate the EMD if a material misrepresentation is made by the bidder or uncovered by CSC SPV at any point of time.
- 4.2.11. CSC SPV also reserves the right to cancel this RFP or modify/relax any of the terms & conditions without assigning any reasons.

4.3. Bid Opening

4.3.1. The submitted bids (complete in all respects) received along with Demand Draft for the EMD will be opened at **September 5, 2011 at 3:30pm** in the presence of bidder representatives, if available.

4.4. Pre-qualification Criteria for Bidders

- 4.4.1. The bidders are expected to meet the following pre-qualification criteria:
 - 4.4.1.1. The bidder should be a Company registered under the Companies Act, 1956, and should have been operational at least during the last 3 years. The bidder should have achieved a minimum turnover of Rs. 5 (five) crore in each of the last three financial years.
 - 4.4.1.2. The bidder should not be a Service Center Agency (SCA) under the Common Services Center Scheme.
 - 4.4.1.3. The bidder must be a single entity. Consortium or any kind of association of firms will not be allowed to participate in the procurement process.
 - 4.4.1.4. The bidder should have successfully developed, implemented or operated a service aggregation portal for Government to Business (G2B), Government to Citizen (G2C) or Business to Consumer (B2C)

- services. The portal could have been developed for a client/partner or for own business.
- 4.4.1.5. The bidder should have either achieved a minimum turnover of Rs. 50 (fifty) crore in each of the last three financial years, or service aggregation portal previously developed, implemented or operated by the bidder should have been used by at least 500 brick-and-mortal centers/self-help kiosks (rural or urban) to deliver at least 50,000 transactions.
- 4.4.1.6. The bidder should not be under a Declaration of Ineligibility for corrupt or fraudulent practices (in the format in *Annex-2*) or blacklisted by a Ministry or Department of the Central in any e-Governance project.
- 4.4.2. Bidders who fail to meet these criteria and/or to submit requisite supporting documents/documentary evidence, shall be treated as non-responsive and shall be liable for summary disqualification. Accordingly, the Bidder may verify that they meet the aforesaid requirements before they submit their bid. The Technical Bids of only the pre-qualified bidders shall be evaluated as per the Technical Evaluation criteria.

4.5. Technical Evaluation

- 4.5.1. The Technical Bids will be opened in the presence of bidder representatives, if available, on **September 9, 2011 at 3:00 pm.**
- 4.5.2. Technical bid evaluation is to ensure that the proposed solution by the Bidder meets the functional/technical requirements as outlined in the RFP Document. The RFP Evaluation Committee constituted by the CSC SPV shall evaluate the submitted bids to select the proposal that is most responsive to the project needs.
- 4.5.3. The Technical Bids shall be evaluated based on the following criteria:
 - 4.5.3.1. Previous experience of the Bidder in delivering projects of similar nature including development or operationalization of service aggregation portals; projects where the Bidder has been involved in business development for a Government or Public Sector agency; and projects in e-Governance being implemented by the Bidder on PPP basis.
 - 4.5.3.2. Overall understanding of the project including the objective, requirement and challenges envisaged in implementation, roles of the key stakeholders, etc. The Bidder's understanding of the CSC

- Scheme and the role of the CSC SPV, NeGP architecture for electronic service delivery of Government services and the online G2C and B2C services market for CSC customers will also be evaluated.
- 4.5.3.3. Approach and Methodology to project implementation including project design, implementation schedule, project transition, stakeholder training, help desk operations and exit/handover plan.
- 4.5.3.4. Capability of the proposed team based on the team structure, qualifications and experience of the team in similar projects and technologies.
- 4.5.3.5. Adequacy and comprehensiveness of the proposed solution including proposed tools, technologies and products.
- 4.5.3.6. Demonstrated ability to procure and aggregate services for online delivery through a portal, including the number of services ready to be delivered at launch and the strategy to identify and procure additional services for delivery via the Portal

4.5.4. The technical criteria shall carry the following weightages:

S.No.	Evaluation Criteria	Weightage
1	Previous experience of the Bidder	10%
2	Understanding of project scope	5%
3.	Approach & Methodology	20%
4.	Capability of proposed team	15%
5.	Technology Solution proposed	15%
6.	Service Partnerships and On-line Service Delivery	35%
	Total	100%

- 4.5.5. No correspondence shall be entertained from the Bidder(s) during the course of tender evaluation. However, CSC SPV may make any enquiry and/or seek any clarification from the Bidders in respect of their bids. In such a situation, the Bidder shall extend full co-operation.
- 4.5.6. The RFP Evaluation Committee may invite any or all the Bidders to make technical presentation before finalization of the Technical Score.
- 4.5.7. A Technical Score of eighty (80) per cent or above will only be declared as technically qualified.

4.6. Financial Evaluation

- 4.6.1. The Financial Bids of the technically qualified Bidders will be opened in the presence of their representatives on **September 15, 2011 at 3:00 pm**
- 4.6.2. The Financial Bids shall be evaluated on the basis of the "Per Transaction Fee" quoted by the Bidders. The Bidder quoting the lowest such Fee (L1) shall be selected.
- 4.6.3. There will be no negotiation regarding the Financial Bid.

4.7. Selection of Bidder

- 4.7.1. CSC SPV shall notify the successful bidder in writing by registered letter or by fax, that his bid has been accepted. The successful bidder shall, within seven (7) days of receipt of such communication from CSC SPV, furnish a performance security in the form of an unconditional bank guarantee in the format prescribed in *Annex-5*, valid at least for 6 (six) months beyond the contract period, for an amount of Rs. 20 Lakhs (Rupees Twenty Lakhs only).
- 4.7.2. The successful bidder shall also sign a contract in the format specified in Annex-6 only after which the EMD of the successful bidder will be refunded/returned.
- 4.7.3. The engagement of the Business Partner shall be for a total period (inclusive of the portal development and implementation period) of forty-eight (48) months from the date of signing of the Contract Agreement (referred to as the 'contract period'), which may be extended at the option of the CSC SPV, for another 2 years on the same terms and conditions.

- 4.7.4. In case the selected L1 Bidder refuses to provide acceptance to the selection offer within seven days of communication from CSC SPV, the offer would be treated as withdrawn, the Bidder's EMD shall be liable to be forfeited, and the RFP may be refloated or the L2 Bidder may be provided an opportunity to match the L1 Bidder for award.
- 4.7.5. In case the selected Bidder is found in breach of any condition(s) of the RFP or agreement, at any stage during the course of the contract period, legal action as per rules/laws, shall be initiated against the Bidder and EMD shall be forfeited.
- 4.7.6. The Bidder shall not assign or sublet the selection or any part of it to any other agency in any form without the prior approval of CSC SPV.
- 4.7.7. CSC SPV may, at any time, terminate the selection by giving written notice to the selected Bidder without any compensation, if the selected Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CSC SPV.
- 4.7.8. No deviations from these terms and conditions will be accepted; violation thereof will lead to rejection of the bid and forfeiture of EMD.

4.8. Performance Security

- 4.8.1. The Performance Security shall be deemed to govern the following from the Business Partner, in addition to the other provisions specified in the format of bank guarantee towards performance security (*Annex-4*)
 - 4.8.1.1. The successful and satisfactoryfunctioning of the Portal as per the Terms of Reference (*Annex-*1) and Service Level Metrics (*Annex-*6)
 - 4.8.1.2. Adherence to the agreed upon service partnerships & online service delivery plan.
- 4.8.2. The Performance Security is intended to secure the performance of the Portal and service transactions enabled through it. However, it is not to be considered as limiting the damages stipulated in any other Clause.
- 4.8.3. On completion of the contract period, the bank guarantee towards Performance Security shall be released after ascertaining that satisfactory support and service has been provided during the contract period. In case it is found that appropriate satisfactory performance has not been provided by the Business Partner, CSC SPV will ensure that the prescribed penalty for

the default in service has been realized or shall be recovered from the Business Partner out of already due payments or through encashment of the said bank guarantee.

4.9. Implementation Schedule

- 4.9.1. The Portal is expected to be fully operational and go-live within 90 days of signing the contract. The Portal will be considered as having gone live only after all the mandatory requirements specified in the Terms of Reference (*Annex-1*) are fully met.
- 4.9.2. The Business Partner will be required to provide adequate infrastructure (hardware, connectivity, etc.) to ensure that at all times Service Level Metrics are met. The CSC SPV shall have full rights to access such infrastructure including the right to conduct surprise audits/visits of the infrastructure put in place by the Business Partner at any time.
- 4.9.3. At the time of go-live, it is essential that at least 5 service agreements are in place for delivery through the Portal. Preferably there should be at least one service agreement from each of the following categories:
 - Government to Citizen
 - Financial Inclusion
 - Skills Development
 - Business to Consumer

4.9.4. The performance terms of the Service Level Metrics (*Annex-6*) shall apply from 120 days of signing of the contract. The Business Partner shall be liable for penalties as indicated in Annex-7 for non-compliance with the Service Levels specified therein. However, the Business Partner shall not be liable for any delay or failure in performance caused, by a delay or failure on part of CSC SPV in performing any of its proximate obligations, if any, specified in this RFP.

4.10. Payment

- 4.10.1. The Business Partner will be paid for each commission generating transaction completed through the Portal on or after operationalisation of the Portal, as per the following terms and conditions.
 - 4.10.1.1. No payment shall be made in respect of State Level G2C services delivered through the State Portals. However, payments for G2C services offered at the National level may not be excluded for payment.
 - 4.10.1.2. No payment will be made for the original transaction that is cancelled or charge-back/refund occurs. No payment will also be made for effecting refunds.
 - 4.10.1.3. Payments in respect of other commission generating transactions shall be as follows:

	Commission Earned Per	Payment Amount
	Transaction	
1.	No Commission	Nil
2.	Commission is lesser than per	Nil
	transaction price quoted in Financial	
	Bid	
3.	Commission not exceeding Rs. 100	Service Partnerships and
	per transaction	On-line Service Delivery Fee
		per transaction, as quoted in
		Financial Bid (Annex-3)
4.	Commission exceeding Rs. 100 per	10% of the Commission
	transaction	

- 4.10.2. All transactions will be settled after reconciliation on a daily end-of-the-day basis.
- 4.10.3. All monies collected through transactions will be deposited in a single escrow account to be opened and maintained by the CSC SPV. All payments under this contract shall be made from out of this escrow account.
- 4.10.4. The Business Partner shall not be eligible for any other payment other than those specified herein.

4.11. Indemnity

- 4.11.1. The Business Partner shall indemnify CSC SPV against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the uses of the supplied items.
- 4.11.2. CSC SPV also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the Business Partner's manpower while discharging their duty towards fulfillment of the Terms of Reference (*Annex-*1).

4.12. Force Majeure

4.12.1. If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the Terms of Reference is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 14 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the Terms of Reference issued to the Business Partner shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the CSC SPV as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason

of any such event for a period exceeding 60 days, the CSC SPV may at its option, terminate the contract.

4.13. Termination for Default

- 4.13.1. Default is said to have occurred:
 - 4.13.1.1. If the Business Partner fails to deliver or meet the Service Level Metrics within the time period(s) specified in para 4.9
 - 4.13.1.2. If the Business Partner fails to perform any material obligation(s) under the contract.
- 4.13.2. If the Business Partner, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from CSC SPV (or takes longer period in-spite of what CSC SPV may authorize in writing), CSC SPV may terminate the contract in whole or in part.
- 4.13.3. CSC SPV may, at any time, terminate the contract, by giving one month written notice to the Business Partner, also decide to terminate the contract, upon which the Business Partner shall be eligible to payment as per the terms specified in the RFP for the services satisfactorily performed prior to the effective date of termination and reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract.

4.14. Arbitration

- 4.14.1. Any dispute or issues relating to implementation of the contract between CSC SPV and the Business Partner shall be settled by mutual discussion between the representatives of Business Partner and CSC SPV nominated for this purpose. If the matter is still not sorted out, it shall be referred to the Secretary, Department of Information Technology, Government of India whose decision shall be final and binding on both the parties.
- 4.14.2. All disputes in this connection shall be governed by the laws and procedures established in India and settled in Delhi jurisdiction only.

4.15. Miscellaneous

- 4.15.1. On termination or end of the contract, the Business Partner shall ensure that the Portal is available and functional in an "as is" condition.
- 4.15.2. The Business Partner will be responsible for handholding the transfer process on exit. The Business Partner will have to complete the transfer

process within 60 days from the notice of termination or end of contract (whichever comes earlier). The transfer shall be made in such a way that there is no service interruption during normal business hours. During the transfer process, the Business Partner will continue to receive payments as per the contract terms.

- 4.15.3. At time of exit, the CSC SPV may, at its option, take over all the infrastructure assets created or acquired under this project, at their book value, if any, including those referred to in Para 4.9.2.
- 4.15.4. The Intellectual Property Rights of the Application Software (except COTS and Business Partner's e-Commerce application, if any, which is operational even at time of signing of the contract) developed for CSC SPV including any customization or development done on any COTS and e-Commerce applications, shall vest with CSC SPV who shall have absolute right to use, license or sell the system without any payment to or permission from the Business Partner.
- 4.15.5. All Intellectual Property Rights arising from the information gathered or generated or arising from the Portal activity shall also vest with the CSC SPV.
- 4.15.6. The Business Partner will be required to transfer the Right to Use Licenses both for the COTS and their own e-Commerce applications, if any, at no additional cost to the CSC SPV.
- 4.15.7. The Business Partner shall deliver and transfer to CSC SPV all content created under this project, including the relevant databases, records and reports; and the intellectual property pertaining to the Portal and the services rendered through the Portal, including the source code (except for COTS and the Business Partner's e-Commerce Solution, if any, which is operational even at time of signing of the contract). The intellectual property relating to such deliverables shall entirely vest with CSC SPV, free of any encumbrance.
- 4.15.8. The Business Partner shall not disclose to any third party, without the prior written consent of CSC SPV, any confidential information which is received for the purposes of providing services or gathered or generated or arising in the course of providing such services.

5. Annex-1: Terms of Reference for CSC India Online Portal

5.1. Portal Objective

- 5.1.1. It is envisioned that the CSC India Online Portal will be a dynamic online platform that enables:
 - 5.1.1.1. CSC Scheme Monitoring & Reporting
 - 5.1.1.2. G2C and B2C Service Partnerships&Online Service Delivery
 - 5.1.1.3. CSC Scheme Stakeholder Community Forum
 - 5.1.1.4. CSC Scheme Related Information Dissemination
 - 5.1.1.5. Media Relations
 - 5.1.1.6. Help Desk/ Support Services
 - 5.1.1.7. Business Intelligence Gathering

5.2. Portal Users

- 5.2.1. It is envisioned that the various CSC Scheme Stakeholders will use the Portal and will need varying degree of access to the Portal, including but not limited to:
 - 5.2.1.1. Village Level Entrepreneur (VLE)/CSC Operators
 - 5.2.1.2. Service Center Agencies (SCAs)
 - 5.2.1.3. State Designated Agencies (SDAs)
 - 5.2.1.4. Service Providers, whose services are being delivered via the Portal (including but not limited to Central Ministries, State Government Departments and Financial Institutions)
 - 5.2.1.5. CSC SPV Team and its partners- DIT, BSNL, DOEACC Society, Banks, etc.

5.3. Key deliverables

- 5.3.1. Following are the key deliverables:
 - 5.3.1.1. Portal Design, Development& Implementation
 - 5.3.1.2. Portal Maintenance & Managed Services
 - 5.3.1.3. Service Partnerships&Online Service Delivery via Portal

5.4. Portal Design, Development & Implementation

5.4.1. It is expected that the Business Partner will design, develop and implement a dynamic online platform that adheres to the following minimum technical requirements:

- 5.4.1.1. The Solution should follow all applicable e-Governance Standards prescribed or recommended by the Department of Information Technology, Government of India (http://egovstandards.gov.in/)
- 5.4.1.2. The Portal should comply with the guidelines given by National Informatics Centre for government websites (http://web.guidelines.gov.in/)
- 5.4.1.3. Scalability: Should be able to add new content, deliver new services, enable access to the growing stakeholder community, etc
- 5.4.1.4. Integration with off-the-shelf solutions is preferred
- 5.4.1.5. Multi-lingual: The Portal should be available at least in Hindi and English. The terms for availability in any other Indian language shall be mutually decided.
- 5.4.1.6. SMS service & payment gateway integration

5.4.2. Business Objectives

5.4.2.1. Following is a non-exhaustive list of indicative business objectives to be delivered through the Portal.

	Deliverable	Tasks	Website Requirement
1.	Scheme	CSC Rollout Monitoring	Integration with the existing SMART &
	Monitoring &	CSC Registration & Uptime	Online Monitoring Tool (OMT)that
	Reporting	Connectivity	enables:
		G2C Services	Scheme rollout monitoring
			CSC online status
			G2C transaction details, including
			integration with SSDG for capturing
			G2C transactions
			BSNL & other ISP Connectivity status
		Fund Disbursal	Ability to monitor and report progress of
			state-wise fund disbursement details,
			through coordination with the accounts
			and finance section of DIT and individual
			SDAs. This will be an MIS based project
			management solution, where various
			users will be required to input the data.
		Project Management	An online project management solution to
			monitor the implementation of the various
			projects undertaken by the CSC SPV,
			including (but not limited to) Women
			Digital Literacy, NPR, etc.Off the shelf
			solutions can be integrated.

	Deliverable	Tasks	Website Requirement
2.	G2C and B2C	Sale of Services	Develop web based application software
	Service		for CSCs to render a portfolio of G2C and
	Partnerships		B2C services.
	& Online	VLE & SCA Registration	Integration with OMT/CSC Connect tool
	Service	Prepaid Wallet System&	Maintain and top-up prepaid VLE wallets.
	Delivery	Cash management	Tie with Banks and Payment Gateways
		Transaction Monitoring	Ability to track sale transactions and
			generate reports based on different
			parameters
		SPV Partner Payment	Automated system that calculates and
		Settlement System	settles the revenue share of various
			partners, based on transactions, should
			be linked to the payment gateway for
			payment disbursement.
		Instruction Manuals& Self-	Multi-language Document Management
		help Tutorials	
		Customer support	Help Desk (Voice & Online)
		CSC Locator	Searchable Directory, should be linked to
			the registration system
		Partner Enrollment	Online Form Submission
		Customer Profile Collection	Online capture of CSC customer profile
			before the end of each transaction.
			Generate MIS based reports for data
			collected
3.	Information	Scheme Background	Static informational pages, to deliver key
	Dissemination		content about the CSC Scheme
		Ecosystem Details	Searchable directory of various partners
			with contact information
		Services	Searchable list of different services
			offered via the CSCs
		Current Status	SMART/OMT Dashboard integration for
			current status
		CSC Locator & Services	Searchable directory, GIS Mapping
		Offered Directory	
		Scheme Updates	Dynamic section that enables
			updates/progress the scheme has made.
			Could dynamically draw content from
			other sections of the website
		Newsletter & Publications	Searchable Document Management for

	Deliverable	Tasks	Website Requirement
		(including list of	newsletter, annual reports, and other
		Government Orders)	CSC related publications. Online signup
			for mailing list
	Photo Gallery		Photo Gallery
		Participate in the Scheme	Information on how to become a VLE,
			business & civil society partner, with
			online form submission
		RFPS and Tenders	Searchable Document Management
			system
		Contact Details	Online Form Submission along with
			directory of contacts
4.	Stakeholder	SDA & SCA Pages	Integration with social media and web 2.0
	Community		interfaces
	Forum	VLE Page: Share your	Integration with social media and web 2.0
story			interfaces
		VLE Community Support	Discussion forums
		Chat	Online chat for members
		Idea generation/	Online discussion forum
1 3		suggestion	
VLE Awards			Wiki/blog page
		Civil Society Blog	Blog page
		Videos & Audio Clips	Searchable multimedia management
			system
		Citizen Voice	Online discussion forum
5.	Help Desk/	FAQ	Searchable section of Q&A
	Support	Complaints & Suggestions	Online form submission along with
	Services		directory of contacts
6.	Media	Press Releases	Searchable document solution
	Relations	In the News	Searchable document management
		Media Contacts	Content Page

5.4.3. Platform Requirements

5.4.3.1. Following is a non-exhaustive list of Platform requirements for the Portal.

1	Content Management	Optimizing content managing and updatingacross the site
	System	Enable dynamic cross-referencing of content
	- ,	Manage different user access levels, restricting access of
		select content to subscribers
		Auto-indexing/ archiving
		RSS Syndication
		Multi-lingual website
		Multimedia support: Photos, Audio, Video
		Ability for registered users to comment on content
2	User Registration System	Provide a registration system that enables different access
-	- Cool Regionation Gyotein	levels for different users.
		Integrate VLE registration with OMT/SMART registration
		process.
		Account status will be linked to a SCA/VLE's ability to
		create and manage wallet system and sell services
		Account registration will be required for access to
		community features.
3	E-Commerce System	Online VLE Registration- integrated with OMT
		Shopping cart for service delivery
		Prepaid Wallet system linked to online banking
		system/payment gateway (the NSDL payment gateway
		solution, negotiated by the GOI may be integrated with the Portal)
		Revenue settlement system that captures sharing between
		all stakeholders involved.
		Integration with payment gateway
		Ability for VLE/SPV/SCA/Business Partner to assign which
		services a VLE can render
4	Community Features	Discussion forum/ blogs/ wikis allowing users to give their
		comments/ feedback
		Social media integration (Facebook, Fickr, etc)
		Mailing list subscriptions
		SPV/SCA/VLE registration to access secure content, could
		be linked to CSC Connect

5	Website Traffic Analysis	Search Engine Optimization	
		Visitor demographics	
		Track user activity patterns	
		Track external referrals	
6	Other	Website search	
		Allow users to communicate with SPV using an online	
		interface – online form. (questions, concerns etc)	
		Dynamic user interface with Web 2.0 feature integration	
		where possible	
		SMS ServiceIntegration	
		Anti-spam features	
		Viral sharing features	
7	Banner/ Advertisement	Banner placement & management	
	Placement System	Banner user activity tracking	
		Automated billing and tracking	

5.5. Portal Maintenance & Managed Services

- 5.5.1. The Business Partner will be responsible for managed services to ensure smooth operations and maintenance of the Portal. Suggested tasks include (but not limited to):
 - 5.5.1.1. Website maintenance and updates, bug fixing & platform upgrades. The Service Level Metrics to be complied with are specified in **Annex-7**.
 - 5.5.1.2. User Enrollment &Training: The Business Partner will be responsible for enrolling VLEs as well as account activation on the Portal. Further, the Business Partner must train the various Portal users, provide detailed user manuals as well as self-help tutorials.Training and supporting documentation should be available in at least 2 Indian languages namely Hindi and English.The terms for availability in any other Indian language shall be mutually decided. The training can be rendered through classroom style workshops, virtual training or online training modules.
 - 5.5.1.3. Only VLEs who have been registered on the OMT/SMART tools will be allowed to register on the Portal and undertake transactions. Priority will be given in terms of the uptime shown by the VLEs on the OMT/SMART tools.

5.5.1.4. Following is a suggested schedule for registering VLEs on the Portal

T= Contract Signing	VLE's Registered on Portal
T + 3 months	5% of VLEs Registered on OMT
T + 6 months	15% of VLEs Registered on OMT
T + 9 months	30% of VLEs Registered on OMT
T + 12 months	50% of VLEs Registered on OMT
T+ 24 months	100% of VLEs Registered on OMT

- 5.5.1.5. Help Desk and Customer Support: Multilingual (Hindi and English to begin with) online and phone support. Initially it is expected that 10 hours of support will be provided during operational hours. However, this maybe changed based on user feedback.
- 5.5.1.6. The Business Partner shall provide adequate backup and disaster recovery services in line with best industry practices, to ensure that the required service levels are always met.
- 5.5.1.7. Website Hosting: Website should be hosted in a Data Center in India. Further, at any given point of time, all data generated through the Portal should reside in India.
- 5.5.1.8. An SLR monitoring tool
- 5.5.1.9. Website traffic analysis and reporting
- 5.5.1.10. Onsite tech support

5.6. Service Partnerships & Online Service Delivery via Portal

- 5.6.1. One of the key aspects of the Portal is to deliver various G2C and B2C services online. These services will be delivered through an e-Commerce storefront.
- 5.6.2. To ensure that the Portal offers a wide range of services, the Business Partner will be responsible for:
 - 5.6.2.1. Partner with various G2C and B2C service provider to offer services that are relevant to CSC customers via the Portal. Focus will be on of revenue generation for the VLE. All service agreements with the Service Provider will be in the name of the CSC SPV and will be assigned by the CSC SPV.
 - 5.6.2.2. Deliver the procured services online via the Portal.
 - 5.6.2.3. For each service to be delivered via the website, the Partner will be responsible for:
 - 5.6.2.3.1. Ensuring smooth integration of service for delivery via the Portal
 - 5.6.2.3.2. Providing training, user manuals and self-help tutorials
 - 5.6.2.3.3. Providing the first level help desk/ customer support for each enabled service
 - 5.6.2.3.4. Services to be procured by the Business Partner must be approved by the CSC SPV.
 - 5.6.2.3.5. Pricing of services enabled will be decided by the CSC SPV and Business Partner

5.6.3. Following is a suggested (non-comprehensive) list of services that should be offered through the Portal

G2C B2C		Financial Inclusion	Skills Development	Utilities
Bharat Nirman Services e-District Services e-District Services e-SSDG & e-Forms National Population Registry UIDA National Rural Health Mission National Rural Employment Guarantee Act Services Civil Services Enrollment Public Grievances Central Board of Excise and Customs	Entertainment (music, ringtones, etc.) Mobile Recharge/top-ups DTH Recharge and booking Ticket reservation (bus, train, airplane) Tourism Gaming Matrimony	Banking Financial Services (Pensions, Mutual Fund, Loans, etc) Insurance Services	IGNOU Enrollment School, & University Admission Digital Skills Training English Language e-Learning Online Employment Services	Electricity Bill Collection Telephone Bill Collection DTH Services Bill Collection

6. Annex-2: Format of Pre-Qualification Bid

(The Pre-qualification Bid shall comprise of Forms 1 to 4)

6.1. Form 1 - Bid Cover Letter

Original signed copy on company letterhead

[Date]

To
<Name & Designation>
CSC e-Governance Services India Ltd.
4th Floor, Electronics Niketan,
6, CGO Complex,
Lodhi Road
New Delhi

Sir / Ma'am,

Sub: Response to the RFP for design, development, implementation, maintenance of the CSC India Online Portals and procuring services partnerships for online service delivery via the Portal.

Ref: Tender Name:<TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Having examined the RFP documents *vide* Ref. above, we, the undersigned, offer to provide the services as required and outlined in the said RFP documents and agree to abide by this response for a period of three months from the date fixed for bid opening.

The following persons will be the authorized representative of our company/organization for all future correspondence between the CSC SPV and our organization till the completion of the procurement process for the said project.

	Primary Contact	Secondary Contact
Name:		
Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

We fully understand that in event of any change in our contact details, it is our responsibility to inform the CSC SPV about the new details. We fully understand that CSC SPV shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from CSC SPV to us in the event of reasonable prior notice of any change in the authorized person(s) of the company is not provided to CSC SPV.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to CSC SPV is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided is found to be misleading the shortlisting process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Tender documents.

We agree that you are not bound to accept any response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the EOI response.

We have also enclosed a Bank Draft towards the EMD of Rs. 3,00,000/- (Rupees Three Lakhs only) favouring _____. This EMD is liable to be forfeited in accordance with the provisions of the Request for Proposal.

It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/ firm/ organisation and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours faithfully, (Signature of the Bidder) Printed Name Designation Seal Date:

Business Address:

6.2. Form 2 – Details of the Bidder Organization

1.	Name of the bidde	er					
2.	Address of the Bid	der					
3.	Ltd)	mpany (Public Ltd					
4.	Details of Incorpora	ation of the Compar	ny	Date:			
				Ref. #			
5.	Details of Commer	ncement of Busines	S	Date:			
				Ref. #			
6.	Name & Designati	on of the contact pe	rson				
	to whom all refe	rences shall be r	nade				
	regarding this tend	er					
7.	Telephone No. (wi	th STD Code)					
8.	E-Mail of the conta	ct person:					
9.	Fax No. (with STD	Code)					
10.	Website						
11.	Financial Details (as per audited Balance Sheets (in Rs. Crore)						
	Year	<year 1=""></year>	<	Year 2>	<year 3=""></year>		
12.	Net Worth						
13.	Turnover						
14.	PAT						

Note: Please attach copies of the Certificate of Registration, Memorandum of Association and Articles of Association and copies of relevant financial statements and audited accounts for the three last declared financial years

6.3. Form 3 - Bidder's experience

- 6.3.1.1. The bidder should have successfully developed, implemented or operated a service aggregation portal for Government to Business (G2B), Government to Citizen (G2C) or Business to Consumer (B2C) services. The portal could have been developed for a client/partner or for own business.
- 6.3.1.2. The bidder should have either achieved a minimum turnover of Rs. 50 (fifty) crore in each of the last three financial years, or service aggregation portal previously developed, implemented or operated by

the bidder should have been used by at least 500 brick-and-mortal centers/self-help kiosks (rural or urban) to deliver at least 50,000 transactions.

Note: The bidder should submit copies of purchase orders, completion/go-live certificates, and client certificates specifying completion of the assignment as evidence in support of the experience. It should also provide transactions reports, including details of transactions at kiosks/centers undertaken through existing portals and a directory of Center/ Kiosk locations where the service is available.

6.4. Form 4: Self-Declaration from Bidder

6.4.1. Declaration from the Bidder, signed by the Authorised Signatory, that the Bidder has not been blacklisted by a Ministry or Department of the Central Government in any e-Governance Project and is not ineligible to bid on account of any corrupt of fraudulent practices.

7. Annex-3: Format of Technical Bid

(The Technical Bid shall comprise of Forms 5 to 9)

7.1. Form 5 – Technical Solution

- 7.1.1. The Bidder is required to describe the proposed Technical Solution in this section. Following should be captured in the explanation:
 - 7.1.1.1. Clear articulation and description of the understanding of the scope of work and technical solution proposed by the bidder
 - 7.1.1.2. Extent of compliance to requirements specified in the scope of work
 - 7.1.1.3. Strength of the Bidder to provide services including examples or case-studies of similar work completed.
- 7.1.2. Approach & Methodology for completion of the project.
- 7.1.3. Adherence to best practices prevalent in the industry.
- 7.1.4. Bidder shall provide a detailed project plan with timelines, resource allocation, milestones, exit plan, etc. for completion of the scope of work given in the RFP.

7.2. Form 6 - Details of Experience of the Bidder

7.2.1. Using the format below, the Bidder should provide information on the similar assignments as required for the technical evaluation criteria [copies of the client work order shall be enclosed]

Sr. No	Item	Details
Genera	l Information	
1	Name of the client	
2	Name of the contact person with contact	
	details	
Project	Details	
3	Project Title	
4	Start Date/End Date	
5	Current Status (work in progress,	
	completed)	
6	Number of staff deployed on the	
	assignment	
7	Skill set and experience of the staff	

7.3. Form 7 – Proposed Team Composition and Task Assignments

7.3.1. This information should be provided for all Key Personnel.

		Professional S	taff	
Name of Staff	Education &Experience	Area of Expertise	Position Assigned	Task Assigned

7.3.2. This information should be provided for all support staff.

		Support Staf	f	
Name of Staff	Education & Experience	Area of Expertise	Position Assigned	Task Assigned

7.4. Form 8 – Work Plan and Schedule

- 7.4.1. Work Plan: In this section the Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations including resource planning to be deployed and delivery dates. The proposed work plan should be consistent with the approach and methodology, showing understanding of the scope of services, deliverables as given in scope of work and ability to translate them into a feasible working plan. The work plan should be consistent with the Work Schedule.
- 7.4.2. The Bidder should describe the work schedule for different tasks which the responding firm plans to start and accomplish as part of the project, using the following format:

No.	Activities, Phases	We	eks	3										
	and Resources	1	2	3	4	5	6	7	8	9	10	11	12	
1														

2							
3							
4							
5							
n							

7.4.3. The work schedule should reflect how and by when the responding firm is expected to complete the assignment for each of the component, as per the major deliverable in the scope of work of the consultant and the timelines of achieving the same as mentioned in the RFP.

7.5. Form 9 – Service Procurement Plan

7.5.1. The Bidder is required to articulate and describe its service procurement and aggregation plan for online delivery through the Portal, including the number of services ready to be delivered at launch and the strategy to identify and procure additional services for delivery via the Portal

8. Annex-4: Financial Bid Format

Prices should be quoted in Indian Rupees (upto two decimal places) and indicated in both figures and words. Figures in words will prevail in event of any mismatch. No zero or negative bids will be accepted.

Service Partnership and On-line Service Delivery Fee	INR/transaction
(RupeesIn v) words

The rate quoted should include all taxes and duties including service tax and any other levy attracted to the item applicable as of the last date of submission of the tender. No extra taxes and duties will be charged apart from the amount quoted. Any benefit due to reduction in the taxes will be passed on to the users through reduction in service charge to that effect.

Date: Authorized Signatory Place: Name:

SEAL

9. Annex-5: Performance Security Form

	From a Scheduled Commercial Bank
Th	is Deed of Guarantee executed on thisday of, 200_ at by(Scheduled Commercial Bank only), having its Head
Of	fice/Registered Office at and inter-alia a Branch Office at
	(hereinafter referred to as the Bank. or 'the Guarantor', nich expression shall unless it be repugnant to the subject or context hereof be emed to include its successors and assigns)
In	favor of
Co Pro (he	e CSC e-Governance Services India Limited, a Company incorporated under the impanies Act 1956, having its registered Office at Electronics Niketan, 4th Floor, DIT, ogramme Management Unit, 6, CGO Complex, Lodhi Road, New Delhi-110003 ereinafter referred to as "CSC SPV", which expression shall, unless it be repugnant to e subject or context hereof be deemed to include its successors and assigns)
WI	HEREAS
A.	[], a company within the meaning of the Companies Act, 1956 and having its Registered Office at [] (herein after referred to as "the Business Partner", which expression unless repugnant to the subject or context includes its successors, legal representatives and permitted assigns) has been awarded the contract for "Design, development, implementation, maintenance, managed services and service procurement and enablement of the CSC India Online Portal "vide Agreement dated :
B.	In terms of section 4.8 of the Request for Proposal (RFP) for award of the said contract, the Business Partner has to provide a Performance Guarantee for an amount equivalent to Rs.20,00,000 (Rupees Twenty Lakh only) in the format specified;
C.	At the request of the Business Partner, the Guarantor has agreed to provide this guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Business Partner of its obligations under the said contract during the implementation period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS

- A. The Guarantor hereby irrevocably guarantees the due and punctual performance by the Business Partner of all its obligation under the said contract during the implementation period;
- B. The Guarantor shall, without demur, pay to CSC SPV sums not exceeding in aggregate Rs. 20,00,000 (Rupees Twenty Lakh only) within five (5) calendar days of receipt of a written demand therefor from CSC SPV stating that the Vendor has failed to meet its performance obligations under the said contract during the implementation period. The Guarantor shall have not to go into the veracity of any breach or failure on the part of the Business Partner or validity of the demand so made by CSC SPV and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Business Partner or any other person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof;
- C. In the event of delay on the part of the Guarantor to pay on demand, the Guarantor shall be liable to pay interest at the rate of fifteen (15) per cent, compounding quarterly, to CSC SPV. 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;
- D. The Guarantor shall also indemnify and keep CSC SPV indemnified against all losses, damages, costs, charges claims and expenses whatsoever which CSC SPV may suffer, pay or incur by reason of or in connection with any default on the part of the Business Partner, including legal proceedings taken against the said Vendor and/or the Guarantor for the recovery of the monies referred to above;
- E. The Guarantor hereby agrees that without the concurrence of the Guarantor, CSC SPV and the Business Partner shall be at liberty to vary, alter or modify the terms and conditions of the contract executed by the CSC SPV with the Business Partner, and in particular to defer, postponeor revise the payment schedule under the contract, and payment of interest or other monies under the contract on such terms and conditions as maybe considered necessary by CSC SPV;
- F. 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;
- G. 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 Business Partner in favor of CSC SPV may at the time when the proceedings are taken against the Guarantor of this guarantee be outstanding or unrealized or

	lost. In order to give effect to this Guarantee, CSC SPV shall be entitled to treat the
	Guarantor as the principal debtor;
Н.	This Guarantee shall be irrevocable and shall remain in full force and effect
	until unless discharged/released earlier by CSC SPV in accordance with
	theprovisions of the said contract. The Guarantor's liability in aggregate shall be
	limited to asum of Rs. 20,00,000 (Rupees Twenty Lakhs only);
l.	This Guarantee shall not be affected by any change in the constitution or winding up
	of the Business Partner/the Guarantor or any absorption, merger or amalgamation of
	the Business Partner/theGuarantor with any other person;
J.	The Guarantor has power to issue this Guarantee and discharge the
	obligationscontemplated herein, and the undersigned is duly authorized to execute
	this Guaranteepursuant to the power granted under
	future correspondence with reference to this Guarantee shall be made to(Bank me andAddress).
ING	me anaradices).
Th	e jurisdiction in relation to this Guarantee shall be the Courts at New Delhi and Indian
	wshall be applicable.
IN	WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON
TH	EDAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.
	SNED AND DELIVERED by Bank by the hand of Shri, its
	and authorized official

10. Annex-6: Draft Contract

BUSINESS PARTNER FORTHE DESIGN, DEVELOPMENT, IMPLEMENTATION, MAINTENANCE OF THE CSC INDIA ONLINE PORTAL AND PROCURING SERVICES PARTNERSHIPS FOR ONLINE SERVICE DELIVERY VIA THE PORTAL.

This CONTRACT (herein called the "Contract") is made at New Delhi, on this the day of 2011 between
[], a company within the meaning of the Companies Act, 1956 and having its Registered Office at [] (herein after referred to as "the Business Partner", which expression unless repugnant to the subject or context includes its successors, legal representatives and permitted assigns) on the ONE Part
AND
CSC e-Governance Services India Limited(CSC SPV), a Company incorporated under the Companies Act 1956, having its registered Office at Electronics Niketan, 4th Floor, DIT, Programme Management Unit, 6, CGO Complex, Lodhi Road, New Delhi-110003 (hereinafter referred to as "CSC SPV", which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns) of the OTHER PART
CSC SPV is desirous of engaging the services of a business partnerfor the design, development, implementation, maintenance of the CSC India Portal and procuring services partnerships for online service delivery via the portal.
CSC SPV had, <i>vide</i> , dated (Appendix-A) invited proposals from several company for providing such Services
had, <i>vide</i> , dated (Appendix-B) submitted its proposal for the Services
CSC SPV had, <i>vide</i> , dated (Appendix-C) declared as the successful bidder to provide the Services

It is deemed necessary and expedient by the parties hereto to enter into this Contract and record the terms of services to be provided by the Business Partner

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

Appendix-D: Request for Proposal (RFP) document *inter alia* containing the Scope of Work, Payment Schedule and Time limit for completion of work

Appendix-E: The Technical Bid *inter alia* containing the Technical Solution, Proposed Team Composition and Task Assignments, Work Plan and Schedule and Service Procurement Plan,

Appendix-F: Financial Bid

FOR AND ON BEHALF OF

- 2. The mutual rights and obligations of the Employer and the Business Partner shall be as set forth in the Contract; in particular:
 - a) The Business Partner shall carry out the Services in accordance with the provisions of the Contract; and
 - b) CSC SPV shall make payments to the Business Partner in accordance withthe provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

CSC SPV

Business Partner

(Authorised Signatory)

Witness

Witness

1.

2.

11. Annex-7: Service Level Metrics

11.1. Technical Service Level Requirements

	Service Level Base Line Metrics		Low Performance		Breach		Basis of Measurement	
		Metric	Penalty	Metric	Penalty	Metric	Penalty	
	CSC India Online Portal							
1.	Portal Uptime /Availability	>=99%	None	97%- 99%	1% of Previous Month's Transaction Revenue subject to a minimum of Rs. 50,000	95%-97%	5% of Previous Month's Transaction Revenue subject to a minimum of Rs. 2,50,000 10% of Previous Month's Transaction Revenue subject to a minimum of Rs. 5,00,000	Measured over a leased circuit or equivalent at 64 kbps bandwidth over a period of one month.
2.	Portal Response Time in providing informational and Transactional Services: (i) Static web pages of the Portal (ii) Dynamic web pages of the Portal	1-3 secs	None	4-7secs	1% of Previous Month's Transaction Revenue subject to a minimum of Rs. 50,000	8-10secs	5% of Previous Month's Transaction Revenue subject to a minimum of Rs. 2,50,000	Audit conducted by third party administrators - Sample and random audits would be done byCSC SPV using broadband as well as dial upconnections
		4-6 secs	None	7-10secs	-do-	10-12secs	-do-	
3.	Content	>=95%	None	>=94%	1% of	<94%	5% of Previous Month's	-do

	Personalization,	<99%		<95%	Previous		Transaction Revenue	
	Usage reporting,				Month's		subject to a minimum of	
	Status				Transaction		Rs. 2,50,000	
	reporting / inquiry				Revenue			
					subject to a			
					minimum of			
					Rs. 50,000			
4.	Service Enablement	>=99%	None	97%-	10% of	95%-97%	15% of Previous Month's	Uptime reports&Error
	Store &Payment			99%	Previous		Transaction Revenue	logs generated while
	Gateway Uptime/				Month's		subject to a minimum of	processing
	Availability				Transaction	<95%	Rs. 7,50,000	transactions, over a
					Revenue			period of one week.
					subject to a		25% of Previous Month's	
					minimum of		Transaction Revenue	
					Rs. 5,00,000		subject to a minimum of	
							Rs. 12,50,000	

11.2. Operational Service Level Requirements

The calls would be defined in the following categories:

- **A. Severity level**: The severity level of a service call is defined by the extent ofimpact the problem has on the overall state portal solution performance.
 - **S1-** Very high severity: Business can't Work Issue in which significant portion of business is non-operational and for which there is no work around.
 - **S2-** High Severity: Application is not down but there is a serious problem affecting user's productivity. Work around if provided is awkward and inefficient.
 - **S3** Medium Severity: Application is not down but there is an issue affecting small number of users or customers. Acceptable work around is available.
 - **S4-** Low Severity: Functionality enhancement and/or support for modifications or maintenance of source code, training documentation or user documentation.
- B. **Priority level**: The priority level of a service call is defined by the priority in which the calls would be handled in case of queuing.
 - **P1-** High Priority: Total failure of critical systems, services, applications or underlying hardware Hosting centre failure Network failure External attack on network Immediate investigation and status reports.
 - **P2-** Medium Priority: Partial failure of critical systems, services, applications or underlying hardware failure in standard operating procedures Non-critical hardware defect, Operating system failure of backup system Hourly reporting of investigations.
 - **P3-** Low Priority: Total or partial failure of non-critical services or applications, standard operational Standard operating procedures Routine password changes Errors in hosted content Updating hosted content Report of initial investigations within four hours.

Support Calls to the help desk should be answered in 5 rings

Indicative response time to resolve calls

Severity/ Priority	P1	P2	P3
S1	2 Hrs	4 Hrs	6 Hr
S2	4 Hrs	6 Hrs	8 Hrs
S 3	6 Hrs	8 Hrs	10 Hrs
S4	8 Hrs	10 Hrs	12 Hrs