

**BID DOCUMENT No: Draft CSC/July 2010
REQUEST FOR PROPOSALS**

FOR

**SELECTION OF SERVICE CENTRE AGENCY (SCA)
TO SET UP,MANAGE AND OPERATE
COMMON SERVICES CENTERS(CSC)
IN THE STATE OF PUNJAB**

VOLUME-II

COMMERCIAL TERMS AND INSTRUCTIONS TO BIDDERS



PUNJAB STATE E-GOVERNANCE SOCIETY

Department of Information Technology

SCO 193-195, SECTOR 34 A

CHANDIGARH

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IMPORTANT INFORMATION

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| Bid Document No. | CSC/July 2010 |
| Sale of Tender | 07.07.2010 onwards till 29.07.2010 (1600 hrs) |
| Last date for submission of queries for Pre bid conference | 15.07.2010 |
| Date for Pre-Bid Conference | 17.07.2010 ,11.00 hrs |
| Venue of Pre-Bid Conference | Conference Room, II Floor Department of Information Technology, Punjab State E-Governance Society SCO 193 – 195, Sector 34 A Chandigarh 160022 |
| Last Date and Time for Receipt of Bids | 30.07.2010 , 14.00 hrs |
| Date and Time of Opening of Bid Covers of Envelope A-Prequalification Documents | 30.07.2010, 14.30 hrs |
| Place of Opening of Bids | Conference Room, II Floor Department of Information Technology, Punjab State E-Governance Society SCO 193 – 195, Sector 34 A Chandigarh 160022 |
| Address for Communication | Nodal Officer-CSC Scheme Department of Information Technology, Punjab State E-Governance Society SCO 193 – 195, Sector 34 A Chandigarh 160022 Phone no: (0172) - 2604395, 2600971 e-mail: cscpunjab.jul10@gmail.com Fax: (0172) 2604892, 2646320 |

1. **INTRODUCTION**

1.1 Preamble

- a. Based on the Project Information Memorandum, enclosed as Volume 1 of this RFP, the Nodal Agency, **Punjab State E-Governance Society (PSEGS)** , Government of Punjab, (*hereinafter referred to as “STATE DESIGNATED AGENCY or SDA”*) invites sealed Technical & Financial Bids on behalf of State of Punjab from a company / trust / society / partnership firm / organization / entity / permitted consortium, for establishment and implementation and operation of Common Services Centers in the State of Punjab 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.2000.00** (Rupees Two Thousand only) in the form of a Demand Draft in favor of **Member Secretary, Punjab State E-Governance Society (PSEGS)**, payable at Chandigarh.
- b. The Bid Document may be purchased in person during office hours on all working days **up to 16.00 hrs of July 29th, 2010**. Bid Documents could also be ordered through post, along with the demand draft including additional postal charges of Rs 250/-. 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.
- c. *It may noted that the tender document is available on www.doitpunjab.gov.in for download .Bidders need to register themselves at www.doitpunjab.gov.in for downloading the tender document. In case the RFP document is downloaded, the bidder has to enclose a Demand Draft of tender fees in favor of Punjab State E-Governance Society (PSEGS),payable at Chandigarh along with pre-qualification proposal.*

- d. 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 two stages as follows:
 - i Pre-qualification Stage and Evaluation of Technical Bids
 - ii Evaluation of Financial Bids
- c. The Bidder may bid for one or more than one bid zones in the State. The SCAs will be selected for allotment of **minimum one** and **maximum three** Zones each. 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 (at least the Prime bidder 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 **five** financial years at least as on 31 March 2010.
 - ii. In case of a company specifically formed or proposed to be formed for the purpose of this project, at least one partner should have been in existence for more than 5 years as on 31 March 2010.
 - iii. The company partnership firm / organization / entity (**other than Trust/Societies**) responding to this RFP or Consortium of bidders responding to this RFP (hereinafter referred to as “Bidders”) should have:
 - a. Minimum Average Annual Net worth of **Rs.10 crores** over the past three financial years as on 31 March 2010
 - b. Minimum Average Annual Turnover of **Rs.15 crores** over the past three financial years as on 31 March 2010.
 - iv. If the Bidder is a NGO/trust/ society, then:
 - a. Average annual fund flow should be a minimum of **Rs.5 Crores** as on 31 March 2010.
 - v. The Project experience which the bidder has gained as one of the partners of the consortium in executing a project will also be considered.
 - vi. In case the prime bidder or any of the consortium partners has already been selected as the Service Centre Agency (SCA) in other states/UT for the CSC Scheme Implementation, the bidder is required to furnish the letter of satisfactory performance from the State Designated Agency of the respective state(s)/UT.
 - vii. The final decision on the pre-qualification would solely lie with the SDA.

2.2 Consortium Bidding Guidelines

- a. Consortium with a maximum of three partners, are allowed to participate in the Bid Process
- b. Any consortium with a company/firm that have experience of at least five years in Punjab in supply/manufacturing/distribution of products or services that are directly or indirectly linked with rural economies as its consortium partner would be given additional weight age up to 5 marks in the technical evaluation.
- c. Only the Prime Bidder as defined in (e) below is allowed to bid. For a valid Bid, the Prime Bidder should purchase the Bid Document for the Scheme. Any consortium partner including the Prime Bidder of one consortium cannot be a partner in another consortium formed for the purpose of this bidding in the State. Nor can a bidder bidding individually for a particular zone, be a partner of another consortium for bidding in the State. In any event, individual and/ or consortia cannot be allotted more than 3 zones, even if they are permitted to bid for more.
- d. The consortium members' past experience and credentials should clearly demonstrate work experience of comparable size and complexity and ability and willingness to handle aggressive timelines.
- e. The Prime Bidder should be a:
 - i Company/trust/society/partnership firm/ organization/ entity, which should be in existence for at least 5 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.
- f. In any arrangement of the consortium such as SPV /NGO/ Trust/ Society/ Company, the Prime Bidder shall have a minimum contribution of equity / share of 51%.
- g. The consortium must provide adequate documentary evidence to support their claims.
- h. The inter-se agreement between the consortium members shall be enclosed with the response to the RFP. These agreements between consortium 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.

- i. 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.
- j. The lead partner of this consortium shall be liable for adherence to all provisions of this Agreement.
- k. ***The consortium will draw upon human, technical and other resources of all the members during implementation and management of CSC Project. The Technical Bid shall include exact details in this regard, so that a consortium is not artificially created only to improve the score in Technical Bid.***

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 and Bid Security amount
 - ii. **Envelope B** should consist of the Technical Bid along with a separate addendum clearly outlining the variation if any, in the technical solution proposed by the bidder for different bid zones. The addendum document may be included if bidding for more than one bid zone.
 - iii. **Envelope C** should consist of a separate Financial Bid(s) for each Zone.
- b. Bids should be accompanied by a Bid security of **Rs 10 Lakhs (Rupees Ten Lakhs) per zone.**
- c. A Bidder to bid for more than one zone will submit a common pre-qualification document and a common Technical bid, but separate Financial bids for each zone.

- d. The Bid along with the Bid Security must be delivered to the **Office of Punjab State E-Governance Society, SCO 193 – 195, Sector 34 A, Chandigarh 160022**, on or before **July 30th 2010, 14.00 hrs**

3.2 Bid Documentation

- a. **Envelope A** shall inter-alia contain:
- i. A Covering Letter , including a list of zones which the bidder is bidding for , and the number of CSCs to be set up under each zone
 - ii. Details of the Bidder organization/consortium as per format provided in Annexure 3.
 - iii. In case of a Consortium, an MoU 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. Certificate from a Chartered Accountant showing the firm's

- Average annual fund flow for past three financial years ,in case Bidder is a trust/ society
- Average Tangible Net Worth as per the latest past 3 years audited annual reports of the Prime Bidder and all the consortium members(in case of consortium)
{Tangible Net worth = (Equity Capital + Reserves and Surplus - Revaluation Reserve) - (Accumulated Losses + Intangible assets)}
- ***Notwithstanding the total number of zones a particular bidder has bid for, a maximum of three zones would be used for calculating average tangible net-worth per bidding zone.***
- Average Turn over as per the latest past 3 years audited annual reports of the Prime Bidder and all the consortium members(in case of consortium)
- Debt-Equity Ratio as per audited balance sheets for the past three financial years
- Current Ratio as per the latest audited balance sheet

Please note:

- The average shall be calculated as a simple average over the three years. In case of a consortium, the cumulative net worth and cumulative turnover of the consortium shall be considered. In case of Debt-Equity Ratio and Current Ratio, the financial statements of the principal bidder shall be considered.
 - For a Consortium, the lead member's financial statements as well as of the other members shall be considered only for Tangible net worth and turnover calculations.
 - For Trusts/ Societies, certificate from a Chartered Accountant for Average Annual Funds Received for the last 3 years must be provided
- xi. The bidding entity must furnish a bank reference from its lead bank as per Annexure 10.

- 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
- b. **Envelope B shall contain the Technical Bid comprising of the following:**
- i. Details of the Bidder organization/Consortium including list of key staff and their qualifications/experience and their respective roles in CSC implementation
 - ii. Details of project experience & track record of implementing projects on PPP (BOT/BOOT, etc.) or on a Franchise/Channel model (both ICT and non-ICT), per format provided in Annexure 4
 - iii. 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:
 - i. Proposed CSC Infrastructure detailing every component of CSC infrastructure along with specifications and proposed quantity at each CSC
 - ii. Back Office Infrastructure
 - iii. Communication between CSC and Government department
 - iv. Request forwarding and delivery
 - v. Authentication of requests
 - vi. Proposed Internet / Network Connectivity Plan along with minimum guaranteed bandwidth proposed at CSC end.
 - vii. Network Monitoring and Management Solutions
 - viii. IT Security Proposed
 - ix. IT Maintenance Solution at CSC including means for Remote Diagnostics
 - x. Content Management and Service Delivery Plan

- xi. Business Monitoring Architecture
- D. Content and Services Strategy for non-Government services clearly outlining the stage of the CSC Roll Out in Punjab at which each proposed service will be introduced.
- 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
- iv. Letter of Acceptance of Implementation Schedule for rolling out the CSCs per format provided in Annexure 5
- v. Undertaking as per format provided in Annexure 6
- vi. Details of accreditation, if any affiliation/recognition by GoI or SDA should be attached
- vii. Documentary evidence, wherever applicable, should be attached for all the above documentation
- viii. Soft Copy of Technical Bid in a CD
- ix. Check list as per Annexure 12
- x. Submission of summary sheet with details of Company credentials, project experience and Memorandum of Understanding (MoU) with Service Providers etc in the soft copy and hard copy in the format as specified in **Annexure 14**
- c. **Envelope C shall contain separate Commercial Bids for each zone including the following:**
 - i. The revenue support (per bid unit) 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

Note: The bidder may bid for one or more Zones but a maximum of three (3) zones only would be awarded to a particular bidder .A Bidder to bid for more than one zone, will submit the following:

- a) Common pre-qualification document***
- b) Common technical bid document***
- c) Separate Financial bids for each zone.***

Any variation in the technical solution proposed by the bidder for various bid zones should be clearly outlined in a separate addendum document enclosed with the common technical bid. The Bid Covers must clearly indicate the Zone for which the bidder is applying for.

The revenue support quoted by a bidder should not exceed the normative value of Rs 3304/- per CSC per month as outlined in the CSC guidelines issued by the Department of Information Technology, Government of India or amended by the competent authority from time to time.

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 in the form of Demand Draft (in favour of PSEGS payable at Chandigarh) / Bankers' Cheque (issued by a Nationalised bank)/Bank Guarantee of **Rupees 10 Lakhs per zone**. (Rupees Ten Lakhs per zone)Any Bid that is not secured in accordance with the above terms will be rejected by the SDA, as non-responsive.
- c. An unsuccessful bidders' Bid Security amount will be discharged/returned, as promptly as possible, after the completion of bid process. The refund of the bid security amount shall not carry any interest.
- d. The successful Bidders' Bid Security will be adjusted towards performance security to be furnished by the Bidder before signing the contract agreement
- e. The Bid security may be forfeited:

- i. If a Bidder withdraws his Bid during the period of Bid validity specified in Para 4.13, 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 Performance Security of an amount equaling

$$(\text{Rs } 15 \text{ Lakhs}) * (1 + |\alpha|),$$

And $\alpha = \frac{M - B}{M}$, subject to maximum value of 1 for α

M

M = Maximum Bid quoted in the respective Zone by a bidder

B= Bid quoted by the concerned SCA in the respective Zone

- b. The above mentioned Performance Security will be in accordance with the conditions of the Master Service Agreement (hereinafter termed as MSA), drawn in the form of a Bank Guarantee/Demand Draft valid for the entire period of the MSA drawn in the favour of the SDA, within 15 (fifteen) days of receipt of the notification of the award of contract (Letter of Intent). Upon receipt of the Performance Security as prescribed, the SDA/ State Government will duly sign the MSA with the SCA.
- c. If the successful Bidder after signing the MSA fails to perform any contractual obligation/s specified in the MSA, the Performance Security will be forfeited. Failure to perform any contractual obligation/s in spite of written caution and notice on more than three occasions; may also lead to the black listing of the SCA in the State for a period of three years. Such information of black listing will also be sent to other States/Central Government.
- d. Any measures such as frivolous litigation resorted to by the SCA leading to delay in project schedule/ performance as per the terms and conditions in the MSA will attract additional liquidated damages of Rs.200 per CSC per week in

addition to non payment of revenue support from the date the such measures are taken or the suit is filed.

- e. 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 fifteen days of the Notification of the Award as specified in Para 6.7, then the Bid security furnished by such Bidder shall be forfeited.
- f. 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.
- g. The State Designated Agency (SDA) reserves the right to reject any additional documents submitted after the bid submission date for inclusion as part of the bid proposal in case not asked for.

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. All such amendments/clarifications will be uploaded on the website www.doitpunjab.gov.in. Bidders may regularly visit the website for update on amendments/clarifications issued by the PSEGS from time to time. The latest

uploaded version on the website/web version of all such amendments/clarifications would be treated as the final copy.

- b. The amendment/s will be notified in writing to all prospective Bidders who have procured the Bid Documents under intimation to PSEGS 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 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 (applicable for Envelope A and Envelope B), clearly marking each “**Original**” and “**Copy**”, as appropriate. In the event of any discrepancy, the “Original” version shall govern. For commercial bids (Envelope C), only one copy (**Original**) needs to be submitted.
- 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: “PRE-QUALIFICATION DOCUMENTATION FOR CSC SCHEME IN THE STATE OF PUNJAB”
- b. **Envelope B** will be sealed and marked as follows:
“TECHNICAL BID FOR SELECTION OF SERVICE CENTRE AGENCY FOR THE CSC SCHEME IN [NAME OF ZONE] IN THE STATE OF PUNJAB”
- c. **Envelope C** will be sealed and marked as follows:
“COMMERCIAL BID/S FOR SELECTION OF SERVICE CENTRE AGENCY FOR THE CSC SCHEME IN [NAME OF ZONE] THE STATE OF PUNJAB”
- d. The sealed envelopes shall be addressed to the SDA at the following address:
Member Secretary
Punjab State E-Governance Society
SCO 193-195, Sector 34A, Chandigarh
- e. The Bidders shall seal the envelopes into one main envelope marked "BID FOR SELECTION OF SCAs TO SET UP COMMON SERVICES CENTERS IN THE STATE OF PUNJAB".

4.9 Mode(s) 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 **14.00 hrs, on July 30th 2010**. 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 SCA 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 SCA shall become the property of SDA unless the bidder specifically requests, in writing, that the proposal and documentation be returned or destroyed. The SDA may accede to the request.

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 3 years from participating in any other Bids of Govt. of Punjab
- h. The SDA may invite re-submission of Financial Bids with or without changes in the format.
- i. In case of a situation where bid quoted by the SCAs are equal (including zero bids); then such SCAs would be offered an opportunity to quote a revised performance security higher than the performance security as indicated in the MSA. In such a situation, the SCA offering the highest performance security will be declared as successful bidder. 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. The Nodal Agency, SDA reserves the right to award the contract to more than one Bidder and fix the number of CSCs to different bidders with minimum unit as a zone, based on the financial, technical and service capability of the Bidder.
- o. In case of one bidder being L1 in more than three zones, Those 3 zones would be given to L1 where the difference between L1 and L2 is higher. The left out zone would be given to L2 at L2 price.

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 Govt. of Punjab at all times. The SCA is mandated to ensure that the CSC Monitoring tool software is installed in all operational CSCs.
- c. The implementation schedule specified in the Contract shall be strictly adhered to.
- d. Number and locations for CSCs may change before the signing of the contract. SCA shall finalize the location of CSCs in consultation with SDA
- e. The prospective SCAs bidding for this project are required to make their own assessment of the volume of transactions possible in the Common Services Center 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 Services Centers project either for the purpose of sizing of the hardware, networking or for any other technical and financial estimation 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 Services Center System created by GoP as envisaged in this project would belong to GoP. Therefore any replication of the Common Services Center 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 representatives are invited to attend a pre-Bid meeting, which will take place on **July 17th 2010 at 11.00 hrs. at Conference Room, Punjab State e-Governance Society (PSEGS), Department of Information Technology, Punjab, SCO – 193-195, Sector 34 A, Chandigarh.** The schedule of the Pre-bid Conference would be as detailed below:

11.00- 11.30 am: Project Briefing

11:30 am onwards: Clarifications on queries raised by bidders

- b. The interested bidders may confirm their participation in advance through post/fax/email latest by July 16th 2010, 15.00 hrs.
- 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. Bidders may submit their queries through post/fax/email latest by **July 15th 2010, 15.00 hrs.**
- d. Minutes of the meeting, including the text of the questions raised and the responses given will be uploaded on the website www.doitpunjab.gov.in. 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 given by the SDA to the requests for clarification on the RFP, by issuing the Pre-bid Clarifications.
- 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:

Member Secretary

Punjab State E-Governance Society

Phone no (0172)2604395, 2600971,2661808

e-mail: cscpunjab.jul10@gmail.com

Fax: 0172- 2604892/ 2604892

- b. 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 has appointed an Evaluation Committee for evaluation of the Bids including representatives of DIT, GoI
- 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, on **July 30th 2010, 14.30 hrs** at Conference Room, PSEGS, Chandigarh, Punjab, in presence of qualified bidders or their authorized representatives. 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, preferably within two working days thereafter.
- b. **Step 2: Envelope B** (Technical Bid/s) will be opened by the Evaluation Committee in presence of qualified bidders or their authorized representatives. The date and time of opening of Technical Bids would be communicated to the qualified bidders through phone/fax/email.
- c. **Step 3: Envelope C** would be opened by the Evaluation Committee only for those bidders who qualify 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 confirmed to the qualified bidders by the SDA preferably within two working days of opening of Envelope A or on subsequent days 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 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 vendor does not accept the correction of the errors, its Bid will be rejected and its Bid security may be forfeited
- f. 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 outcome of the bid.
- g. 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.

- h. The evaluation methodology for this Scheme is purely internal to the State and would not be informed to any of the bidders.
- i. 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.
- j. 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

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 Net worth = (Equity Capital + Reserves and Surplus - Revaluation Reserve) - (Accumulated Losses + Intangible assets)
 - iv. 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 net worth 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 net worth 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

Exhibit 3:

| S No | Evaluation Criteria | Max Marks | Total |
|-----------|---|-----------|-----------|
| A | Technical Criteria | | 75 |
| 1. | <p>Project Experience: <i>The scoring shall be on the basis of one mark for each relevant project subject to the maximum marks allocated under each parameter. Any Claims on this parameter without support documentation would not be considered. All entities have to include the relevant documentation in support of their claims like work order, completion certificate or other records of transactions etc.</i></p> <p><i>The project experience that the bidder has gained as one of the partners of the consortium in executing project, will also be considered.</i></p> | | 35 |
| a. | Projects implemented under PPP model (either BOT, BOO, BOOT model etc) | 4 | |
| b. | Experience of software development (MIS/portal/applications related to citizen centric services) | 5 | |
| c. | Experience of setting up, maintenance and operations of ICT based kiosks | 5 | |
| d. | Experience in Franchise based projects | 4 | |
| e. | Experience of tie ups with banks for payment mechanisms / transaction management like payment gateway etc. | 4 | |
| f. | Experience in providing services in rural markets/regions | 4 | |
| g. | Experience of mobilizing rural youth/rural community mobilization/awareness programme(s) | 4 | |
| h. | <p>Consortium with one of the consortium partner that have experience of at least five years of operations in Punjab in supply/ manufacturing/ distribution of products or services</p> <p><i>The maximum marks would be awarded to the entity having maximum local business/ operational networks, after comparison of all bids participating for this parameter. Such grading would be followed and the entity having least number of such operational networks shall be given the least marks. All entities have to include the relevant documentation in support of their claims like certificate of incorporation with local address, local tie-ups, list of all local addresses etc Claims on this parameter without support documentation would not be considered.</i></p> | 5 | |

| S No | Evaluation Criteria | Max Marks | Total |
|------|--|-----------|-----------|
| 2 | CSC Project Proposal | | 40 |
| a. | <p>Tie-up with Content & Services Providers</p> <p><i>Arrangement of lining up of various vendors like IT, Connectivity and Content & Service providers need to be highlighted in the form of an MoU to be enclosed in the proposals of the participating entities . Each MoU will carry 2 marks subject to maximum of 8 marks.</i></p> | 8 | |
| b. | <p>Business Plan including assumptions, Capital Cost, Operating Cost, G2C & B2C Revenues over a period of 4 years</p> <p>a) Detailed Business Plan for Common Service Centres in 1 yr, 2 yr, 3 yr, and 4 yr for the period requesting revenue support and in subsequent years thereafter. b) List and description of services to be offered and revenue model for the CSC Scheme c) Means of meeting and improving performance d) Quality assurance / process e) Risk Assessment methodology f) Financial arrangements between SCA and VLE</p> <p><i>* The compliance of business plan with RFP conditions would be checked and robustness of the business plans would be compared amongst the participating entities and accordingly the evaluation committee would award marks.</i></p> | 4 | |
| c. | <p>Organization Structure along with manpower plan proposed to rollout of CSCs and their effective operation.</p> <p>The team structure (size and deployment at all levels- district/subdivision/block/village): CVs of the proposed team-Bidder must submit resumes of the key project personnel who would be employed for this project. They should guarantee that these people have been sufficiently involved in similar past implementations, cited by the Bidder, such as would be necessary and sufficient to enable them to assume responsibility and undertake the design and implementation work.</p> | 4 | |
| d. | <p>Selection of VLE and Training (weightage will be given for existing tie- ups with local SHGs/ NGOs/LSPs)</p> <p>The bidder should submit a comprehensive VLE identification & training plan clearly indicating different types of training to different categories of people(including SHGs). A detailed training schedule including the dates, areas</p> | 4 | |

| S No | Evaluation Criteria | Max Marks | Total |
|------|--|-----------|-------|
| | covered, time and the training material at various stages of the project to be given by the bidder. | | |
| | Fund mobilization and financial commitments | | |
| e. | <p>a) Sources of funding the Project Capital Cost and working capital (Project finance)</p> <p>b) Financial Management strategy & Payment and Settlement process * Project finance commitments from the prime bidder or the partner bank/ other financial institutions should be in the form of a letter of comfort by the respective institution/ bank/ firm.</p> | 4 | |
| | Project Implementation Plan and Schedule (for Roll out) | | |
| f. | <p>a) Key implementation objectives, key deliverables and an implementation schedule: The Design, Development and Implementation Plan shall provide a detailed description of the bidder's approach, identify key implementation objectives, how these objectives will be met and the respective dates on which deliverables incorporating these objectives will be completed. A detailed Project schedule and milestone chart is desired.</p> | 4 | |
| | CSC Transaction Monitoring Mechanism | | |
| g. | Detailed write up of the process Architecture for CSC transaction monitoring and the mechanism to generate MIS reports on a daily basis and subsequent verification and reconciliation of such transactions needs to be clearly addressed. A detailed flow chart of process flow is desired | 4 | |
| | Payment Mechanisms and fund flow | | |
| h. | Detailed write up of the process Architecture for payment collection at CSCs and the mechanism to deposit the same to the District E-governance Society and respective agencies, needs to be clearly spelt out. Also any web enabled payment gateway bank/ financial institutional tie-up arrangement letters/ MoUs etc, should be enclosed. | 4 | |
| | Technology Plan for Last Mile Connectivity | | |
| i. | Detailed write up for the technology solution with hardware & software and their effective integration for last mile connectivity from Block to Panchayat needs to be addressed. Also need the technology tie-up arrangement letters/ MoUs with any service provider. | 4 | |

| S No | Evaluation Criteria | Max Marks | Total |
|-------------|---|------------------|--------------|
| B | Financial Criteria | | |
| | For Corporates | | 25 |
| 1 | Average Tangible Net worth per Bidding zone) | 15 | |
| a. | <i>> Rs. 30 crores</i> | <i>15</i> | |
| b. | <i>Between Rs 20-30 crores</i> | <i>12</i> | |
| c. | <i>Between Rs 10-20 crores</i> | <i>9</i> | |
| d. | <i>Between Rs 5-10 crores</i> | <i>6</i> | |
| e. | <i>Between Rs 3-5 crores</i> | <i>3</i> | |
| f. | <i><Rs.3 crores</i> | <i>0</i> | |
| 2 | Debt-Equity Ratio | 5 | |
| a. | <i>< 1:1</i> | <i>5</i> | |
| b. | <i>1.1:1 – 1.3:1</i> | <i>3</i> | |
| c. | <i>> 1.3:1</i> | <i>1</i> | |
| 3 | Current Ratio | 5 | |
| a. | <i>> 1.33</i> | <i>5</i> | |
| b. | <i>1 – 1.32</i> | <i>3</i> | |
| c. | <i>< 1</i> | <i>1</i> | |
| | For NGO/ Trusts/ Societies | | 25 |
| 1 | Average Annual Funds Received for the last 3 years | 10 | |
| a. | <i>> Rs. 15 crores</i> | <i>10</i> | |
| b. | <i>Between Rs. 10-15 crores</i> | <i>7</i> | |
| c. | <i>Between Rs 5-10 crores</i> | <i>5</i> | |
| d. | <i>Between Rs 3-5 crores</i> | <i>3</i> | |
| e. | <i>< Rs. 3 crores</i> | <i>0</i> | |
| 2 | Average amount of loan mobilized from the FIs/Banks in last three years | 5 | |
| a. | <i>> Rs. 1 crore</i> | <i>5</i> | |
| b. | <i>< Rs. 1 crore</i> | <i>2</i> | |
| 3 | Track record of loan repayment to the FIs/Banks in the last three years (to be established through the certificate from the lending agency) | 5 | |
| a. | <i>Satisfactory</i> | <i>5</i> | |
| b. | <i>Not satisfactory</i> | <i>0</i> | |
| 4 | Average annual Surplus generated in the last three years (CA certificate to be furnished) | 5 | |
| a. | <i>> Rs. 1 crore</i> | <i>5</i> | |

| S No | Evaluation Criteria | Max Marks | Total |
|--------------|---------------------|-----------|------------|
| b. | < Rs. 1 crore | 2 | |
| TOTAL | | | 100 |

g. To Technically qualify:

- a. For Corporates, the bidders would require to satisfy a total score of at least 70.
- b. For trust/ societies, the bidders would require to satisfy a total score of at least 65.

6.5 Commercial Bid Evaluation

- a. Although the Commercial 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 Commercial 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 Commercial Bid an estimate of the project cost.
- c. The Commercial Bids of those bidders only shall be opened who scored 70% or above out of 100 marks in the evaluation of the Technical Bid, in case of corporates. In case of NGO/trusts/ societies, Financial Bids of those bidders only shall be opened who scored 65% or above i.e. 65 or above out of 100 marks in the evaluation of the Technical Bid.
- d. SCA needs to quote the revenue support required per CSC per month in the prescribed formats placed at Annexure 7. The revenue support per month, required for the CSCs in a particular Zone would be the final evaluation parameter of commercial bids

6.6 Selection of the SCA

- a. The Evaluation committee will select that Bidder as the SCA for a zone, who has quoted the lowest amount (L1) of revenue support from the State for the respective zone. .
- b. In case of a situation where bid quoted by the SCAs are equal (including zero bids); then such SCAs would be offered an opportunity to quote a revised performance security higher than the performance security as indicated in the MSA. In such a situation, the SCA offering the highest performance security will be declared as successful bidder.
- c. In case of one bidder being L1 in more than three zones, Those 3 zones would be given to L1 where the difference between L1 and L2 is higher. The left out zone would be given to L2 at L2 price.
- 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 of Contract (Letter of Intent)

- a. A Bidder is allowed to bid for one or more number of the zones, but the SDA would award a maximum of 3 zones even if the revenue sought is least in more than three zones.
- b. Prior to the expiry 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 Bidder at the office of the SDA.
- b. The negotiations will conclude with the drafting and conclusion of Master Service Agreement between the selected SCA 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 fifteen 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 a (as described in para 4.2 of this document) in accordance with the conditions of the MSA, drawn in the form of a Bank Guarantee/Demand Draft valid for the entire period of the MSA drawn in the favour of the SDA, within 15 (fifteen) days of receipt of the notification of the award (Letter of Intent). Upon receipt of the Performance Security as prescribed, the SDA/ State Government will duly sign the MSA with the SCA.
- 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 zones, bid for by the Bidder for the specified period as defined in the Contract Documents.

6.10 Provision of Extension of scope of work to other Zones

- a. In case of non performance of any SCA in any of the zone in the state, the SDA reserves the right to ask the other SCAs in the state to submit revised commercial bids for that division instead of going for a fresh bidding process for that zone. The bidder with the lowest revenue support will be selected as the replacement SCA for that zone.

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 |
|---|-----------------------------------|
| Sale of RFP | 16.10.09 onwards till 23.11.09 |
| Pre-Bid Meeting cum Open Forum | 3.11.09 |
| Submission of Bids & Opening of Prequalification Bids | 25.11.09 |
| Technical Evaluation Process Opening of Financial Bids Issuance of Letter of Intent | To be communicated separately |
| Signing of MSA and Commencement of Roll out of CSCs | T |
| Completion of roll-out of CSCs & Operationalizing of 20% CSCs | T+4 months |
| Completion of roll-out of CSCs & Operationalizing of 40% CSCs | T+6months |
| Completion of roll-out of CSCs & Operationalizing of 70% CSCs | T+9 months |
| Completion of roll-out of CSCs & Operationalizing of 100% CSCs | T + 12 months |

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/NGO**

{ On Rs.100 Stamp Paper }

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

WHEREAS the Company/ NGO/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 SDA name, 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]

| | |
|---|--|
| <p>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 _____, 2007 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]</p> | <p>) The common seal of [name of the)))-----) [name & designation of the person])</p> |
|---|--|

ANNEXURE 3A: DETAILS OF BIDDER (Table is Indicative)

| Company Information | | | | | | | |
|---|--|--|---------------------------------|---------------------------------|-----------------------|--|-------------|
| a) Information about the Company | | | | | | | |
| Sl. | Name of the Prime Bidder or Member Company (in case of Consortium) | Status of the Company (Public Ltd. / Pvt. Ltd.) | Whether Prime Bidder or Member? | Details of Incorporation of the | | Details of Commencement of | |
| | | | | Date | ROC Ref No. | Date | ROC Ref No. |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| b). Information about the Company | | | | | | | |
| Sl. | Name of the Prime Bidder or Member Company (in case of Consortium) | Turnover of the Company | | | | Net Worth of the Company as on 31st March [Year] | |
| | | FY | FY | FY: | Average of last 3 FYs | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| c). Details of Specific Responsibilities (applicable in case of Consortium only) | | | | | | | |
| Sl. | Name of the Prime Bidder or Member Company (in case of Consortium) | Specific Responsibility of each member (including Prime Bidder) in the scope of Implementation of Common Services Centres | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

ANNEXURE 3B: CONTACT DETAILS OF THE BIDDER

| | | | |
|-----------------------------------|--|-----|--|
| Name of the Company: | | | |
| Registered Office Address: | | | |
| No. | | | |
| Street | | | |
| Area / Locality | | | |
| City/State | | PIN | |
| Telephone | | Fax | |
| E-mail | | | |
| URL | | | |
| Local Office Address: | | | |
| No. | | | |
| Street | | | |
| Area / Locality | | | |
| City | | PIN | |
| Telephone | | Fax | |
| E-mail | | | |
| Contact Person: | | | |
| Name | | | |
| Designation | | | |
| Telephone | | Fax | |
| E-mail | | | |

ANNEXURE 4: PROJECT EXPERIENCE AND TRACK RECORD (Table is Indicative)

| |
|--|
| |
|--|

| |
|--|
| 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 |
|----|--------------------------|-------------|---------------------|---------------------|--|---------------|
| | | | | | | |
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Attach appropriate support documentation as Annexures, where necessary

ANNEXURE 5: LETTER OF ACCEPTANCE

To

**Member Secretary, PSEGS,
Govt. of Punjab SCO 193-195,
Sector 34A, Chandigarh**

Re: RFP for selection of SCAs for CSC Scheme

Sir,

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 PSEGS 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(Applicable to Rural and Urban CSCs) | Timeframe |
|---|------------------|
| Signing of Contract | S |
| 20%. of Total CSCs under the SCA to be operational | S+4 months |
| 40%. of Total CSCs under the SCA to be operational | S+6 months |
| 70%. of Total CSCs under the SCA to be operational | S+9 months |
| 100%. of Total CSCs under the SCA to be operational | S+12 months |

Upon receipt of the LOI, the SCA shall submit an Final detailed Implementation Plan specifying the major milestones towards rolling out of the CSCs for implementation. The Implementation Plan duly approved by the SDA shall form an integral part of the MSA. Any deviation in these defined timelines of implementation plan which have been mutually agreed upon between the SCA and the SDA/State Government shall constitute a material breach of the MSA as specified in the Service Level Agreement (No revenue support to be granted during the delay period for any CSCs + Liquidated damages of Rs. 200 per CSC per week that has been delayed, per additional week of delay from the schedule)

Yours faithfully,

Place:

Date:

Signature & Seal of the Bidder

ANNEXURE 6: UNDERTAKING

To:

**Member Secretary, PSEGS,
Govt. of Punjab SCO 193-195,
Sector 34A, Chandigarh**

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 zones in Punjab

Yours faithfully,

Place:

Date:

Signature & Seal of the Bidder

ANNEXURE 7: COMMERCIAL BID-FORMAT

To:

Member Secretary, PSEGS, Govt. of Punjab

SCO 193-195, Sector 34A, Chandigarh

Re: Commercial Bid for selection as an SCA for CSC Scheme for Zone-..

Sir,

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 Zone..... in the State of Punjab

| SL. No. | Zone for which Bid form is submitted | Number of CSCs in Zone (A) | Average Revenue Support Required from Government in Indian Rupees per CSC per month (uniform, single, integral value calculated, as averaged over the 4-year period) (B) | Revenue Support sought per month for a Zone (A*B) |
|---------|--------------------------------------|-----------------------------------|---|--|
| | Zone-... | | | |

BID VALIDITY

The Bid is valid for a period of 180 days from the date of opening of Bid.

Place:

Date:

Signature & Seal of the Bidder

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

CSC Infrastructure Cost (Capital Cost)- Indicative format

| S.No | Item | Specifications | Quantity | Estimated Price |
|------|-------------------------------|----------------|----------|-----------------|
| | Site Preparation | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | Digital Infrastructure | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | Connectivity | | | |
| 1 | | | | |
| 2 | | | | |
| | Power Back up | | | |
| 1 | | | | |
| 2 | | | | |
| | Others | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

| 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 _____(Scheduled Commercial 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 PSEGS,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 Center 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 Center Scheme for _____ in accordance with the terms and conditions of the Common Services Center 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 notwithstanding the release of that other, from liability and notwithstanding 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 Center 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. In the event of liquidation of the said SCA, the Guarantor hereby undertakes not to take any excuse of the liquidation and guarantees to make payment forthwith on demand under the guarantee from the SDA.

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.

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

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 Punjab in place of SDA.

24. Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs ... (Rupees only). The guarantee shall remain valid till.....inclusive of a six months claim period. Unless a notice in writing enforcing your claim under the guarantee is received by us on or before.....all your rights under this guarantee shall be released and discharged from all liabilities under this guarantee, irrespective of whether or not the original is returned to us.

All future correspondence with reference to the above guarantee should be made to(Bank Name and Address)

The jurisdiction in relation to this Guarantee shall be the Courts at Chandigarh 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 Proprietor/ 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):

10. Other Allied activities (If known to Bank)

11. If Limited Company: Authorized Capital Rs. _____
Paid up Capital Rs. _____

12. Name and Address of Associate concerns of the firm (If known to the Bank)

12. Experience as to their dealing – Satisfactory/ Unsatisfactory

13. Health Code Alloted – Standard/ Substandard/ NPA

For (Name of Bank)

Authorized Signatory

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.....2010, for setting CSCs in the various zones 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 2010.

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)

ANNEXURE 12: CHECK LIST

| CHECKLIST | | | |
|------------------|---|---------------------------|---------------------------------------|
| S.No | Document | Enclosed (Y/N) | Page Number of the Bid |
| 1. | Bid Security | | |
| 2. | Covering Letter | | |
| 3. | Details of the Bidder organization/ consortium | | |
| 4. | In case of a Consortium, an MoU between the consortium members | | |
| 5. | 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 | | |
| 6. | Attested copies showing the legal status, place of registration and prime place of business of the firm. | | |
| 7. | Attested Copies of Sales Tax / VAT Registration and Sales Tax / VAT returns filed in the last financial year. | | |
| 8. | Attested copies of acknowledgement of Income Tax returns filed in each of the last three years. | | |
| 9. | Attested copies of Audited financial Statements for last three years | | |
| 10 | Certificate from a Chartered Accountant | | |
| 11 | Bank reference from its lead bank | | |
| 12 | Details of number of existing ICT enabled centers/kiosks in Punjab (if any) owned and managed run by the Bidder and all the necessary support documentation | | |
| 13 | A Power of Attorney of the Bidder appointing a designated person | | |
| 14 | A letter from the bidder's lead Bank indicating the Bidders Bank Rating and certifying credible Credit History | | |
| 15 | In case of a Consortium, a Power of Attorney for appointing of the Lead member/company | | |

| | | | |
|----|--|--|--|
| | as the Prime Bidder | | |
| 16 | A list of zones and the number of CSCs to be set up under each division | | |
| 17 | Details of the Bidder organization/ Consortium including list of key staff and their qualifications/ experience and their respective roles in CSC implementation | | |
| 18 | Details of project experience & track record of implementing projects on PPP (BOT/BOOT, etc.) or on a Franchise/Channel model (both ICT and non-ICT), | | |
| 19 | Proposed Business Plan (over a four year period) | | |
| 20 | Letter of Acceptance of Implementation Schedule for rolling out the CSCs | | |
| 21 | Undertaking | | |
| 22 | Details of accreditation, if any affiliation/ recognition by GoI or SDA | | |
| 23 | summary sheet with comprehensive details of Company credentials, project experience and Memorandum of Understanding (MoU) with Services Providers | | |

ANNEXURE 13: FORMAT FOR CA CERTIFICATE

Please note that separate certificates have to be attached for consortium partners

To whomsoever this may concern

This is to certify that the information provided below is true to best of my knowledge. The final figures are calculated from last three years audited balance sheet of [Name of Company/Society/Trust/Ngo]

| | Year 1 | Year 2 | Year 3 | Average |
|--------------------------|---------------|---------------|---------------|----------------|
| Annual Turnover | | | | |
| Annual fund flow | | | | |
| Tangible networth | | | | |
| Debt Equity Ratio | | | | |
| Current Ratio | | | | |

Place:

Date:

Signature & Seal of the Chartered Accountant

ANNEXURE 14: SUMMARY SHEET

Enclosed as an excel sheet in soft copy format. The same should be enclosed as a soft copy as well as hard copy along with the bid document by the bidders.

Bidders are required to provide comprehensive details in the summary sheet which will be used for the purpose of evaluation of bid documents.