

BID DOCUMENT NO. _____

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

VOLUME 2:
COMMERCIAL TERMS AND
INSTRUCTIONS TO BIDDERS

DATE: _____

ISSUED BY
NODAL AGENCY
GOVERNMENT OF _____

ADDRESS]

*Request for Proposal: Selection of Service Centre Agencies
Volume 2: Commercial Terms and Instructions to Bidders*

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1. INTRODUCTION

1.1 Preamble

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

1.2 Cost of Bid Documents

- a. A complete set of the Bid Documents may be purchased by the interested Bidder on the submission of a written application to the SDA and upon payment of a non-refundable fee of Rs.10,000.00 (Rupees Ten Thousand only) in the form of a Banker's cheque / Demand Draft in favor of the SDA payable at _____
- b. The Bid Document may be purchased in person during office hours on all working days. It may also be downloaded from [Website]; in which case, the fee in the form of a demand draft should be enclosed with the Bid Document at the time of submission. Bid Documents could also be ordered through post, on receipt of the demand draft. In this case, the Bidder will have to pay the necessary postal charges in advance. The Bid document will be sent by registered post or courier, as the case may be, at the risk and responsibility of the prospective Bidder.

- a. The Bid Documents, once purchased, cannot be resold to any other prospective Bidder.

1.3 The Bidding Process

- a. The SCA would be selected through a transparent bidding process*

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

2. ELIGIBILITY CRITERIA FOR BIDDERS

2.1 Basic Pre-qualification Criteria

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

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details such as source of funds, comfort letter from banks/ FIIs, etc. at time of responding to EoI or at the time of submission of their bids

viii. The final decision on the pre-qualification would solely lie with the SDA.

ix. Clause 2.1 will also apply to EoIs issued separately by the State Government for short-listing

2.2 Consortium Bidding Guidelines

a. Consortium with a maximum of three members, are allowed to participate in the Bid Process

b. Only the Prime Bidder as defined in (d) below is allowed to bid. For a valid Bid, the Prime Bidder should purchase the Bid Document for the Scheme. Any consortium member including the Prime Bidder of one consortium cannot be a member in another consortium formed for the purpose of this bidding in the same State. Nor can a bidder bidding individually for a particular district/division, be a member of another consortium for bidding in other districts/ divisions.

c. The consortium members' past experience and credentials should clearly demonstrate work experience of comparable size, complexity with ability and willingness to handle aggressive timelines.

d. The Prime Bidder should be a:

i Company/trust/society/partnership firm/ organization/ entity, which should be in existence for at least 3 years in India.

ii The Prime Bidder should individually fulfill at least 50% of the financial criteria as in Para 2.1 of this document.

e. In any arrangement of the consortium such as SPV / Trust/ Society/ Company, the Prime Bidder shall have a minimum contribution of equity / share of 51%.

f. The consortium must provide adequate documentary evidence to support their claims.

g. The inter-se agreement between the consortium members shall be enclosed with the response to the RFP. These agreements between consortium's members will be entered in by executives of the company, who have been delegated the authority by the company to enter into such an agreement, on a stamp paper of Rs.100. This agreement in original should be enclosed with the bid as Annexure 1.

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

3. THE BID DOCUMENTATION

3.1 Format for Submission of Bid/s

a. Interested and eligible Bidders are required to submit the Bid in three separate, sealed envelopes as follows:

i. Envelope A should consist of the documentation supporting the pre-qualification criteria

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- ii. Envelope B should consist of the Technical Bid(s) per District/Division
- iii. Envelope C should consist of the Financial Bid(s) per District/Division
 - b. The Bids should be accompanied by a Bid security of Rs. _____ per Division/District Bid as per Annexure 11.
 - c. The Bid along with the Bid Security must be delivered to the Office of SDA, at [Address] on or before _____ hrs, [Day/Month/Year].

3.2 Bid Documentation

- a. Envelope A shall inter-alia contain:
 - i. A Covering Letter
 - ii. Details of the Bidder organization/consortium as per format provided in Annexure 3.
- iii. In case of a Consortium, an MoU as per Annexure 1 on Rs.10 stamp paper between the consortium members that includes inter-alia the following:
 - Role of each member of the consortium
 - Equity Participation details and the total shareholding pattern of each member, as relevant
 - Mechanism for decision making and dispute resolution
- iv. In case of a consortium bidding, the copy of agreements between consortium members entered into by executives of the Consortium who have been delegated authority by the Consortium, have to be enclosed in Envelope A. The authorized signatory(s) shall initial all the pages.
- v. Attested copies showing the legal status, place of registration and prime place of business of the firm.
- vi. Attested copies of documents showing the firms average annual turnover over the immediate past three financial years.
- vii. Attested Copies of Sales Tax / VAT Registration and Sales Tax / VAT returns filed in the last financial year.
- viii. Attested copies of acknowledgement of Income Tax returns filed in each of the last three years.
- ix. Attested copies of Audited financial Statements for last three years
- x. The bidding entity must furnish a bank reference from its lead bank as per Annexure 10.
 - xi. In case para 2.1(vi) applies to the Bidder, then details of number of existing ICT enabled centers/kiosks owned, managed and run by the Bidder as per Annexure 4 and all the necessary support documentation.
 - xii. A Power of Attorney of the Bidder appointing a designated person
 - xiii. In case of a Consortium, a Power of Attorney for appointing of the Lead member/company as the Prime Bidder as per Annexure 2
- b. Envelope B shall contain the Technical Bid comprising of the following:
 - i. Bid Security (DD/Bank Guarantee) of Rs.2.5 Lakhs per district OR Rs.10 Lakhs per division Bid, as the unit of bidding may be, as per Annexure 11
- ii. A list of districts/divisions and the number of CSCs to be set up under each
 - iii. Details of the Bidder organization/Consortium including list of key staff and their qualifications/experience and their respective roles in CSC implementation.

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- iv. Details of project experience and track record of implementing projects on PPP (BOT/BOOT, etc.) or on a Franchise/Channel model (both ICT and non-ICT), as per the format provided in Annexure 4
 - v. Proposed Business Plan (over a four year period) covering the following components:
 - A. Conceptualization and understanding of the CSC Scheme
 - B. Implementation Plan and Methodology with specific timelines for setting up CSCs
 - C. Technology Plan that clearly brings out the following:
 - Proposed CSC Infrastructure
 - SCA Back Office Infrastructure
 - Proposed Internet / Network Connectivity Plan
 - Network Monitoring and Management Solutions
 - IT Security Proposed
 - IT Maintenance Solution at CSC including means for Remote Diagnostics
 - Content Management and Service Delivery Plan
 - Business Monitoring Architecture
 - D. Content and Services Strategy for non-Government services
 - E. Training and capacity building plan for VLEs
 - F. All financials including the assumptions, capital cost, operating costs, revenue estimates, etc. over a period of 4 years as per Annexure 8
 - G. Fund mobilization plan
 - H. Proposed organizational structure, size and skill sets of people proposed to be engaged
 - I. Assessment of business risks and mitigation strategies thereof
- vi. Letter of Acceptance of Implementation Schedule for rolling out the CSCs as per the format provided in Annexure 5
 - vii. Undertaking as per the format provided in Annexure 6
 - viii. Details of accreditation, if any affiliation/recognition by GoI or SDA should be attached
 - ix. Documentary evidence, wherever applicable, should be attached for all the above documentation

c. Envelope C shall contain separate Financial Bids for each district/division including the following:

- i. The revenue support (per division/district) sought in “Rupees per CSC per month” from the SDA averaged over a period of 4 years as per the format provided in Annexure 7

4. INSTRUCTIONS TO BIDDERS

4.1 Information on Bid Security

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

4.2 Information on Performance Security

- a. A Bidder, on being selected as the SCA, will be required to furnish an amount equaling 2% of the total revenue support sought over the four year period OR Rs.5 Lakhs per district or 20 Lakhs per division, as the bidding unit may be, whichever is higher, as Performance Security in accordance with the conditions of the Master Service Agreement (hereinafter terms as the "MSA"), in the form of a Bank Guarantee, valid for the entire period of the MSA, drawn in favor of the SDA, within 10 (Ten) days of receipt of the notification of award. The Performance Security is to be furnished along with the MSA duly signed by the SCA.
- b. If the selected Bidder fails to sign the MSA and/or does not furnish the Performance Security in the format specified in Annexure 9, within ten days of the Notification of the Award as specified in Para 6.7, then the Bid security furnished by such Bidder shall be forfeited.
- c. The Performance Security furnished by the successful Bidder in respect of his/her Bid will be returned to him/her at the end of the MSA subject to the satisfactory performance of the contractual obligations, provided there is no further extension of the MSA.
- d. If the successful Bidder after signing the MSA fails to perform any contractual obligation specified in the MSA, the Performance Security will be forfeited.

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4.3 Bidding Costs

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

4.4 Language of Bid

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

4.5 Amendment of Bid Documents

a. At any time prior to the deadline for submission of Bids, the SDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through amendment/s.

b. The amendment/s will be notified in writing to all prospective Bidders who have received the Bid Documents and such amendments will be binding on them.

4.6 Bid Extension, if any

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

4.7 Format and Signing of Bid

a. The Bidder shall submit two copies of the Bid, clearly marking each “Original” and “Copy”, as appropriate. In the event of any discrepancy, the “Original” version shall govern.

b. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall accompany the Bid. Written power-of-attorney accompanying the Bid shall support the letter of authorization.

c. The person or persons signing the Bid shall initial all pages of the Bid, except for un-amended printed literature.

d. The Bidder must organize the Bid in accordance with the format specified.

e. In case of a consortium bidding, the copy of agreements between consortium members entered into by executives of the Consortium who have been delegated authority by the Consortium, have to be enclosed in Envelope A. The authorized signatory(s) shall initial all the pages.

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

4.8 Sealing and Marking of Bids

a. Envelope A will be sealed and marked as follows: (For States issuing an EoI, delete this point)

i. “PRE-QUALIFICATION DOCUMENTATION FOR CSC SCHEME IN THE STATE OF _____”

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- b. Envelope B will be sealed and marked as follows:
 - ii. “TECHNICAL BID FOR SELECTION OF SERVICE CENTRE AGENCY FOR THE CSC SCHEME IN [NAME OF DISTRICT/DIVISION] IN THE STATE OF _____”
- c. Envelope C will be sealed and marked as follows:
 - iii. “FINANCIAL BID/S FOR SELECTION OF SERVICE CENTRE AGENCY FOR THE CSC SCHEME IN [NAME OF DISTRICT/DIVISION] THE STATE OF _____”

d. The sealed envelopes shall be addressed to the SDA at the following address:

Nodal Officer,
[Address of SDA]

[Name of State]

e. The Bidders shall seal the envelopes into one main envelope marked "RFP FOR SELECTION OF SCAs TO SET UP COMMON SERVICE CENTERS IN THE STATE OF _____”.

4.9 Mode of Submission of Bids

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

4.10 Deadline for Submission of Bids

a. Bids must be received by the SDA at the address specified, not later than _____ hrs [Date/Month/Year]. In the event of the specified date for the submission of Bid being declared a holiday, the Bids will be received up to the appointed time on the next working day.

b. The SDA shall not be responsible for any delay whatsoever, in submission of Bids by the Bidders.

c. The SDA may, at its discretion, extend the deadline for submission of Bids in which case, all existing rights and obligations of the SDA and the bidders will thereafter be applicable to the extended deadline.

4.11 Late Bids

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

4.12 Modification and Withdrawal of Bids

a. The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification or withdrawal is received by the SDA prior to the deadline prescribed for submission of Bids.

b. The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions mentioned. A withdrawal notice may also be sent by Fax but followed by a signed confirmation copy, post-marked not later than the deadline for submission of Bids.

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<p>b. The average shall be calculated as a simple average over the three years. In case of a consortium, the cumulative networth of the consortium will be considered. In case of Debt-Equity Ratio and Current Ratio, the financial statements of the principal bidder will be considered.</p>	<p>c. For a Consortium, the lead member's financial statements as well as of the other members shall be considered only for Tangible networth calculations.</p>	<p>d. Copies of audited annual reports to support the financials must be provided.</p>	<p>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.</p>
<p>g. The maximum marks for this section is 30, and will be awarded slab-wise</p>		<p>Exhibit 3: Evaluation Criteria*</p>	<p>SI SI</p>
<p>Marks Marks</p>	<p>Total Total</p>		<p>A</p>
<p>7</p>	<p>3</p>	<p>70</p>	<p>1.</p>
		<p>20</p>	
	<p>3</p>		
	<p>7</p>		
	<p>3</p>		<p>2</p>
		<p>50</p>	
	<p>10</p>		
	<p>5</p>		
	<p>5</p>		
	<p>5</p>		
	<p>5</p>		

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	5		
	5		
5			
5			B
	30		1
20			A
20			B
15			C
10			D
5			2
5			A
5			B
3			C
1			3
5			A
5			B

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3			C
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1			
	30		1
			A
30			B
25			C
20			D
		15	

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

Evaluation Criteria Evaluation Criteria

Technical Criteria

Project Experience:

- i. Projects implemented under PPP model
- ii. ICT-enabled Projects/ Franchise based projects
- iii. Experience in selling/working in rural markets/regions
- iv. Local presence/project experience in *[Name of State]*

CSC Project Proposal

- i. Tie-up with Content & Services Providers
- ii. Business Plan including assumptions, Capital Cost, Operating Cost, G2C & B2C Revenues over a period of 4 years
- iii. Organization Structure
- iv. Selection of VLE and Training (weightage will be given for existing tie-ups with local SHGs/ NGOs)
- v. Fund mobilization and financial commitments
- vi. Project Implementation Plan and Schedule
- vii. CSC Transaction Monitoring Mechanism
- viii. Payment Mechanisms
- ix. Technology Plan for Last Mile Connectivity

Financial Criteria

For Corporates

Average Tangible Net worth/ Unit Bidding Division

> *Rs.15 crores*

Between Rs.10-15 crores

Between Rs.6-10 crores

< *Rs.6 crores*

Debt-Equity Ratio

< 1:1

Government of _____

Confidential

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the MSA and return it to the SDA or his authorized representative. Any incidental expenses of execution of agreement shall be borne by the successful Bidder(s).

c. The Bidder will furnish the Performance Security, adjusted against the bid security, (as described in para 4.2 of this document) along with the MSA

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<p>d. Hereafter the successful Bidder shall be officially termed as the "Service Centre Agency - SCA" of the State, under the Contract Scheme</p>	<p>e. Any neglect or failure on the part of Bidder to obtain reliable information, upon the foregoing or any other matter affecting the implementation and operation of the CSC scheme and the Contract shall not relieve the selected Bidder from any risks or liabilities or from the responsibility of implementation and operation of the CSC scheme in the divisions, bid for by the Bidder for the specified period as defined in the Contract Documents.</p>
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MEMBER COMPANY/ TRUST

{On Rs.100 Stamp Paper }

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

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

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

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

To act as the Lead Member of the Joint Venture/Consortium for the Purposes of the Project;
In such capacity, to act as the Company/ TRUST's official representative for submitting the Technical and Financial Proposals for the Project and other relevant documents in connection therewith.

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<p>To sign all papers for all bids, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;</p> <p>To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;</p>	<p>To sign and execute contracts relating to the Project, including variation and modification thereto;</p> <p>To represent the Company/ TRUST at meetings, discussions, negotiations and presentations with JAP-IT, Government Authorities, Competent Authorities and other Project related entities;</p> <p>To receive notices, instructions and information for and on behalf of the Company/ TRUST;</p> <p>To execute the Service level Agreement for and on behalf of the Company/ TRUST;</p> <p>To do all such acts, deeds and things in the name and on behalf of the Company/ TRUST as necessary for the purpose aforesaid.</p> <p>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.</p>
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IN WITNESS WHEREOF the Company/ TRUST puts its hand and seal to this Power of Attorney on this [day, month & year]

The common seal of [name of the company/ TRUST] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the _____ day of _____, 2006 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/ TRUST of [name of the company/ TRUST]

) The common seal of [name of the
)
)
)-----
) [name & designation of the person]
)

ANNEXURE 3: DETAILS OF BIDDER (Table is Indicative)

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Annexure 1

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	
				Date	INC. Reg No.

b). Information about the Company

Sl.	Name of the Prime Bidder or Member Company (In case of Consortium)	Turnover of the Company				Net
		FY 2003-04	FY 2004-05	FY 2005 -06	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 4: PROJECT EXPERIENCE AND TRACK RECORD (Table is Indicative)

Attach appropriate support documentation as Annexures, where necessary

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Volume 2: Commercial Terms and Instructions to Bidders*

Sir/Madam,	Having examined the Bid Document no. [including _____ addenda number _____ dated _____], we the undersigned, offer to quote the following rates towards revenue support for setting up _____ CSCs in the following divisions in the State of <i>[Name of State]</i> .		SL. No.
Approx No. of CSCs proposed*	Average Revenue Support Required from [SDA] in Indian Rupees per CSC per month averaged over the 4-year period		1
<i>[Insert CSC per division]</i>			2
<i>[Insert CSC per division]</i>			3

Nodal Agency

Name of Division/Districts for which Bid form is submitted

[Insert Name of Division/District]

[Insert Name of Division/District]

[Insert Name of Division/District]

[Insert CSC per division]

4

[Insert Name of Division/District]

[Insert CSC per division]

Total CSC No]

**Note: The bidder may bid for any number of divisions. The no. of CSCs shall be a minimum of*

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Division/District:				
Cost Head	Y1	Y2	Y3	Y4
	Avg Amt / Month	Amount Per Month	Amount Per Month	Amount Per
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)				

conditions contained in the CONTRACT executed with _____; and the Bank undertakes as
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in
the Contract executed between SDA, and the said S
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come into effect only upon the notice to proceed being issued by SDA o
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 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.

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under this Gu
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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 s

the amount payable to SDA by the Bank hereunder is final and conclus the Bank. A certificate of SDA to the effect that the amount due and payable und G

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

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6. The Guarantor shall also indemnify

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incur by reason of or in connection with any default on the part of the said SCA, including re

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 th e

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

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

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

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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

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whatsoever to be liable to SDA, SDA shall be at liberty to require the performance by the

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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 SD

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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 securi

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or demanded from this Guarantee.

ition with the SDA in the liquidation proceedings. In the event that the Guarantor

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r dividend distributed in winding up. Such dividend shall be paid first to the SDA n the said SCA's s
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certificate in writing signed by a duly authorized official of the SDA shall be ive evidence against the Guarantor of the amount for the time being due to the om the said SCA in any action or proceeding brought on this Guarantee against rantor. his Guarantee shall not be wholly or partially satisfied or exhausted by any ts made to or settled with the SDA by the said SCA and shall be valid and on the Guarantor and operative until repayment in full of all moneys due to the der 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

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contained in the CONTRACT as binding on it. 18. The Guarantor represents that all regulatory approvals, permits and authorizations as are necessary for the issuance of this Guarantee have been received and are in full force and effect. 19. The Guarantor represents that there is no litigation or arbitration or other proceedings pending against the Guarantor, which could reasonably be expected to have a material adverse effect or change in the Guarantor's ability to perform its obligations under this Guarantee. The Guarantor shall be bound to serve notice immediately to the SDA in the event of any winding up notice or action or proceeding bei

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for the Guarantor and for notifying all material facts concerning the said SCA's/ Guarantor's business plans profitability projections or ability to perform the CONTRACT. The Guarantor shall

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