

# **Request for Proposal for Selection of Training Agencies**

**For**

## **Digital Saksharta Abhiyan**

## **Programme**

**under**

## **National Digital Literacy Mission (NDLM)**



**Tender Reference No.: SPIC/2015/29783**

**Tender Date: 10/09/2015**

**Society for Promotion of Information Technology in Chandigarh (SPIC)**

**SPIC IT Centre, PEC Campus, Sector: 12, Chandigarh.**

**Tele-fax: 91-0172-2744235/2745502**

**Website: [www.spicindia.com](http://www.spicindia.com)**

**E-Mail: [info@spicindia.com](mailto:info@spicindia.com)**

## Important Information

### 1. Schedule of Dates

S. No.	Events	Date & Time
1.	Start date for Issuance of RFP Document.	10-09-2015
2.	Pre Bid Meeting.	17-09-2015 at 3:00 PM
3.	Issuance of Corrigendum.	21-09-2015
4.	Last date and time for Bids submission.	01-10-2015 up to 03:00 PM
5.	Opening of qualifying/Technical bids	01-10-2015 at 03:30 PM

### 2. General Information

Sealed Tenders in 'one part' are being invited from reputed IT/ITES training agencies for implementation of scheme for IT mass literacy under Digital Saksharta Abhiyan (DISHA) project in the form of e-Tender as well as sealed hard copy of the same tender from reputed organizations having sufficient experience and credentials executing IT/ITES training.

#### 2.1 Purpose of RFP

The objective of this RFP is to select the Training agencies that would provide IT training to persons in every eligible household in selected blocks in Chandigarh relevant to the need of the trainee, which would enable the beneficiaries to use IT and related applications to participate effectively in the democratic process and enhance their livelihood. The RFP is to detail out the scope of work, eligibility criteria, bid format and general instructions to the bidders for the said purpose.

#### 2.2 Structure of bids

The Cover Letter, Processing Fee and Technical Proposal shall be placed in three separate sealed envelopes clearly marked "**COVER LETTER**", "**TENDER FEE**" and "**TECHNICAL PROPOSAL**" respectively followed by the name and reference number of the RFP. All three covers shall be put in another sealed cover super scribing the envelope with "Proposal for **DIGITAL SAKSHARTA ABHIYAN (DISHA) PROGRAMMES**".

#### 2.3 Bid Process

The qualifying bid will be opened on **01-10-2015 at 03:30 PM** at SPIC Office on the same day in the presence of attending tenderers or their authorized representatives. After opening of Qualifying bid, the eligibility of the bidders shall be evaluated.

Interested bidders can download the tender document from e-Tendering Site [https:// etenders.chd.nic.in](https://etenders.chd.nic.in) or from SPIC's website <http://www.spicindia.com> and submit the bid

with Tender in favor of SPIC payable at Chandigarh. SPIC reserves the right of accepting and/or rejecting any/all Tenders without assigning any reasons thereof.

## 2.4 Processing Fee

All Bids must be accompanied by a Processing Fee of ₹2000/- (rupees Two thousand only) in form of Bank Draft drawn on a Nationalized/Scheduled Bank in favor of 'Society for Promotion of IT in Chandigarh, payable at Chandigarh'. The Bank Draft should be separately sealed in envelope with caption 'TENDER FEE'.

### Contact Person's Address for correspondence and clarifications

The Chief Executive Officer - SPIC  
PEC University of Technology Campus, Sector 12, Chandigarh - 160012.  
Tele Fax: +91 172 2744235; +91 172 2745502.  
E-Mail: info@spicindia.com.  
Website: www.spicindia.com.

## 3.About the Digital Saksharta Abhiyan (DISHA) Scheme

The main objective of the programme is to provide IT training to 10 lakh persons in every eligible household in selected blocks in each State/UT relevant to the need of the trainee, which would enable the beneficiaries to use IT and related applications to participate effectively in the democratic process and enhance their livelihood. The two Levels of IT training would have

Level of IT Literacy Training	L1	L2
Broad Objectives	To make a person IT Literate, so that he can operate a computer/ Digital access devices (like tablets, etc.), send and receive e-mails and search internet for information, etc.	Besides IT literacy at a higher level, the citizen would also be trained to effectively access the various e-governance services being offered to the citizen by the Government and others.

The scheme will be implemented by CSC e-Governance Services India Limited, a Special Purpose Vehicle (SPV) incorporated under the Companies Act 1956, (herein after referred to as 'CSC-SPV') with active collaboration of all the State Governments and UT Administrations.

At least one block or more blocks in UT would be selected and one person from every eligible household would be trained in IT literacy relevant to their need. The target group would be in the age group of 14-60 years.

## 4.Scheme Background

- Information and Communications Technology (ICT) is an increasingly powerful tool for improving the delivery of basic services; and enhancing local development

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opportunities, participating in global markets etc. Throughout the world, governments are formulating strategies and policies to expand access to ICT and harness it for various development activities.

- The Indian ICT industry has made significant progress in the past few years and has contributed significantly to the Indian economy. The Information Technology has come up in a long way and has invaded almost in all fields of life. With the roll out of National e- Governance Plan, the ICT is being taken to remote corners of the country with access to the rural masses to draw the benefits of growth of IT and spread of Government services. To reap the benefits of this growth there is a need to bridge the digital divide by spreading IT literacy.
- Large section of population in India needs access to information such as market prices of goods they produce, about health services, about the structure and services of public visibility for improving the quality of their lives and livelihood, etc. Information Technology could provide access to knowledge, education and skills development. It is a known fact that use of Information Technology can also contribute towards universal access to education, equity in education, delivery of quality learning and teaching and more efficient education management, governance and administration.
- The National e-Governance Plan (NeGP), takes a holistic view of e-Governance initiatives across the country, integrating them into a collective vision, a shared cause. Around this idea, a massive countrywide infrastructure reaching down to the remotest of villages is evolving, and large-scale digitization of records is taking place to enable easy, reliable access over the Internet. The ultimate objective is to bring public services closer home to citizens, as articulated in the Vision Statement of NeGP:

*"Make all Government services accessible to the common man in his locality, through common service delivery outlets, and ensure efficiency, transparency, and reliability of such services at affordable costs to realize the basic needs of the common man"*

- One of the objectives of the National Policy on IT 2012 to make one person in every household in the country e-literate.
- National Institute of Electronics and Information Technology (formerly DOEACC Society) is an autonomous Society under the Department of Electronics & Information Technology. NIELIT is offering an 80 hrs. Course viz. 'Course on Computer Concepts (CCC)'. The course content for CCC is available in all the 22 scheduled Indian languages and the same is made available in e-learning mode for free access to the aspirants of CCC course. National level examinations of CCC are conducted through on-line mode. In addition, NIELIT is also conducting a 40 hours course titled 'Basics of Computer Concepts' (BCC).
- For non-IT literates an ACC (Appreciation of Computer Concepts Course) has been proposed by NIELIT. This is a 20 hours training course, which would provide the persons basic familiarity with using computer hardware and IT skills like word processing, internet browsing, emailing etc.
- Keeping the above in view, a Scheme on Mass IT Literacy has been formulated so that common non-IT literate citizens of the country are trained to become IT literate to enable them to participate in the democratic process more effectively and also enhance their livelihood.

#### 4.1 Levels of IT Literacy Training, curriculum and course duration:

- Entry and Exit criteria:**

It is proposed to impart IT Literacy training to the persons at either of the two levels of courses (Level 1 or Level 2) depending on the entry criteria as follows:

Level	L1	L2
Entry Criteria	Non IT literate - Illiterate and up to 7th standard passed	Non IT literate with at least 8th standard pass
Exit Criteria	The prospective candidate will be e-literate. Able to use computers and search internet for information, send & receive e-mails etc.	Besides the ability to use and operate computer, the candidate would be able to access the e-Governance Services also.

- Broad content for IT Literacy Training:**

Level	L1	L2
Scope	The basic level IT Literacy Training would be provided to non-IT literates so that they can communicate more effectively using computers Digital access device and internet. The trainees would also be trained to access information on healthcare/ agriculture/ rural development schemes/ finance etc. The course duration for this Level will be approx. 20 hours.	Besides basic level IT Literacy, the trainees will also be trained to effectively interact with the Govt. System, G2C & B2C services. etc. The course duration for this Level will be approx. 40 hours.
Broad Content	How to Operate a computer, Perform operations on the computer, Access the Internet and finding the information of interest,	How to interact with Government System, G2C & B2C, Knowing computer, Operating Computer using GUI Based Operating System, Understanding Word Processing, Communicating using the Internet and web browsers, Make bill payments, etc.

- I. The task of content generation / collation / management / aggregation – creation of content bank etc. is included as an objective of the PMU implemented by CSC-SPV, which would be implemented in consultation with various stakeholders like NIELIT, IGNOU, and Industry (including NDLM partners) etc.
- II. The content developed for the purpose of IT literacy training would be made available in 22 official languages.
- III. For persons who cannot read and write, audio/visual/touch etc. based content would be developed. For those who can read and write, textual, structured, audio, video, and applications based content would be made available. Efforts

- would be made to design target beneficiaries specific contents with the use of local/localized resources.
- IV. The IT Literacy training would preferably be imparted by grouping the beneficiaries into homogenous groups.
  - V. Appropriate feedback from beneficiaries and trainers for content enhancements would be taken to modify/realign the content as per the needs of beneficiaries.
  - VI. Emphasis would be given on use/operating of digital access device (computers, tablets, etc.) for navigating through various applications such as, opening internet, browse for information, search for information, listen to and watch audio and video, etc.

## **4.2 Monitoring of the Scheme:**

- At Central Govt. Level: An Empowered Committee will be constituted under the chairmanship of Secretary, DeitY. This committee will be empowered to take decisions regarding any policy level interventions in the scheme. (To be coordinated by DeitY)
- Project Review and Steering Group (PRSG) would be constituted by DeitY to ensure time-bound implementation of the scheme and recommend fund release (To be coordinated by DeitY).
- At State Government level: Apex committee headed by the Principal Secretary (IT) with representative of Department of Education, Panchayati Raj & Social Welfare (To be coordinated by CSC-SPV).
- District level Committee: e-Governance Society under the Chairmanship of District Magistrate/ Collector with concerned Department. & representative of NGO / implementing agency to oversee / monitor the implementation at the block level (To be coordinated by CSC-SPV).
- Periodic concurrent evaluation of the scheme implementation would be done through a third party by the Implementing Agency i.e. CSC-SPV.
- An Impact Assessment study would be conducted by a 3rd party after the completion of the scheme by the Implementing Agency i.e. CSC-SPV.
- Social Auditing of scheme: Social auditing of the scheme during the implementation would be carried out by CSC-SPV by involving school principals, well reputed NGOs, etc. at the respective blocks.

## **5. Instructions to bidders (ITB)**

### **5.1 Invitation to bid**

Society for Promotion of Information Technology in Chandigarh, hereinafter called "**Implementer/Implementing Agency**" invites Bids from the bidders, hereinafter called "**Bidder**" or "**Training Agency**" against the RFP published on 10-09-2015 for selection of Training Agency for **Digital Saksharta Abhiyan (DISHA) under National Digital Literacy Mission (NDLM)** hereinafter referred to as "**The Project**".

The bidders will need to submit their comprehensive bid in sealed envelope, at the address mentioned in Section "Submission of Bids". The details of scope of work, technical requirements and formats for submission of technical bid are given in the subsequent sections.

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## **5.2 Contents of Invitation to Bid**

Invitation to Bid (ITB) document consists of:

- This RFP document.
- Annexure to this document.
- Proposal Form if any.
- Any other addendum that SPIC might release on a later date.

Wherever the term "Invitation to Bid" is referred, it should be considered as inclusive of all the documents mentioned above.

## **5.3 Instructions to Bidder**

- The RFP cannot be transferred and can be led only by the bidder to whom this RFP has been issued.
- Bidders shall provide such evidence of their continued eligibility satisfactory to the Implementer, as the Implementer shall reasonably request.
- All the Bidders, for the purpose of submitting a Proposal shall treat the content of this document as private and confidential.
- Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one Proposal will be disqualified.

## **5.4 Authorized Person of the Bidder**

The selected bidder shall indicate the authorized signatory who can discuss and correspond with the SPIC, with regard to the obligations under the tender notice or Contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign agreements/contracts with the SPIC, raise invoice and accept payments and also to correspond. The bidder shall furnish proof of signature identification for above purposes as required by the Implementer.

## **5.5 Cost of Proposal**

The bidder shall bear all costs associated with the preparation and submission of its Proposal, and the department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

## **5.6 Clarification of RFP Documents**

The bidder requiring any clarification of the RFP documents may notify CEO-SPIC in writing, either by post or email, at the following address:

**SPIC**  
**PEC University of Technology Campus, Sector 12,**  
**Chandigarh - 160012.**  
**Tele Fax: +91 172 2744235; +91 172 2745502.**  
**E-Mail: info@spicindia.com.**  
**Website: www.spicindia.com.**

## 5.7 Amendment of RFP Documents

At any time prior to the deadline for submission of Proposal, the SPIC may amend the RFP documents by issuing suitable Addenda.

Any addenda thus issued shall be part of the RFP document, and will be made available on the website of SPIC ([www.spicindia.com](http://www.spicindia.com)) and will also be communicated by email to all the bidders. To give reasonable time to the bidders, so that they can take Addendum into account in preparing their Proposals, CEO-SPIC will extend (if required) the deadline for submission of Proposals. All the notices / corrigendum related to the project will be posted on the website of SPIC ([www.spicindia.com](http://www.spicindia.com)).

## 5.8 Proposal Validity

The Bids shall be valid minimum for a period of "SIX MONTHS" from the date of submission of the bid. On completion of the validity period (6 months), in case required, SPIC, may solicit the Bidder/Training Agency's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing by post or email.

## 5.9 Language of Proposal

The Proposal, and all correspondence and documents related to the Proposal exchanged between the bidder and SPIC, Chandigarh, should be in English. Supporting documents and printed literature furnished by the Bidder may be in any language other than English provided they are accompanied by an accurate translation of the relevant passages in English language. Supporting material, which is not translated in English, will not be considered for evaluation. For the purpose of evaluation and interpretation of the bid proposal, the English language translation shall prevail.

## 5.10 Documents Comprising the Proposal

The proposal submitted by the Bidder shall comprise the following documents:

- Technical Proposal including all the forms, as attached in annexure of the RFP Document, duly filled in along with all attachments/schedules duly completed and duly signed by the authorized signatory of the Bidder.
- Any other information that should be submitted during the course of Proposal process.

## 5.11 Format and Signing Of Bid

In the Physical bid, Cover Letter, Processing Fee and Technical Proposal shall be placed in three separate sealed envelopes clearly marked "**COVER LETTER**", "**TENDER FEE**" and "**TECHNICAL PROPOSAL**" respectively followed by the name and reference number of the RFP. The bidder should provide One Hard of the Technical proposal. All the 3 envelopes (Cover Letter, Tender Fee and Technical Proposals) shall be placed into an outer envelope which shall bear the submission address, reference number and title of the RFP along with the name, address, contact number and e-mail id and should be sealed properly. SPIC shall not be responsible for misplacement, losing if the outer envelope or envelopes of any of the three proposals are not sealed as stipulated. This circumstance may be case for Proposal rejection. If the Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.



Authorized person of the Bidder/Training Agency shall sign the Proposal. The person or persons signing the Proposal shall initial all pages of the proposal, where entries or amendments have been made. All signatures on the letters / certificates attached with the Bid document shall be dated suitably.

## **5.12 Address of Submission**

The bids duly completed as per the instructions given in this documents and the amendments issued if any, shall be submitted to the following address on or before the last date of bid submission.

**Society for Promotion of IT in Chandigarh**  
**PEC University of Technology Campus, Sector 12, Chandigarh - 160012.**  
**Tele Fax: +91 172 2744235; +91 172 2745502.**  
**E-Mail: [info@spicindia.com](mailto:info@spicindia.com); Website: [www.spicindia.com](http://www.spicindia.com).**

## **5.13 Deadline for submission of proposals**

Physical copy of the Proposals must be received by CEO-SPIC, at the address specified in the RFP not later than the dates as mentioned in the Schedule of Important dates.

CEO-SPIC, May in exceptional circumstances and at his discretion, extend the deadline for submission of Proposals by issuing an Addendum or by intimating all Bidder/Training Agency's who have issued the RFP document, in writing by post or email. In this case, all rights and obligations of CEO-SPIC and the Bidder/Training Agency's previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **5.14 Late Proposals**

Any Proposal received by CEO-SPIC after the deadline for submission of Proposals prescribed in RFP will be summarily rejected and will be returned unopened to the Bidder/Training Agency.

## **5.15 Appointment of Operators and Sub licensee**

The bidder will not be entitled to sub-license or to enter into any arrangement with any other person with a view to delegating and/or transferring the rights, benefits, obligations and duties granted to it or undertaken by it under this agreement.

## **5.16 Right to Accept and Reject the Bid**

Notwithstanding anything contained in this document, CEO-SPIC reserves the right to accept or reject any or all the bids. CEO-SPIC also reserves the right to cancel the bid process at any time prior to signing the contract and SPIC will have no liability for above-mentioned actions.

## **5.17 Corrupt or Fraudulent Practice**

In the event of the bidder engaging in any corrupt or fraudulent practices during the bidding process, by the judgment of the CEO-SPIC, the bid will be summarily rejected.

For the purpose of this clause:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a SPIC official in the selection process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in the selection process to affect its outcome.

“Fraudulent Practice” means a misrepresentation of facts in order to influence selection process to the detriment of the SPIC.

### **5.18 Scope of Work**

- CSC e-Governance Services India Limited, a special purpose vehicle setup to deliver e- Governance services to the rural population of India, is being implementing the scheme. Implementation framework for the purpose of providing implementation support to various stakeholders and providing program management functions for Central & State Govt. CSC e-Governance Services India Limited designed an online monitoring mechanism through which registration of participants, attendance of participants, no. of participants appearing for examination and no. of participants certified etc. would be monitored.
- Training agency will identify the target group i.e. identification of beneficiaries of general, reserved (SC/ST) and BPL categories in the age group of 14 to 60 years who are IT literate will be eligible for consideration under the scheme. Aanganwari, Asha & FPS workers are also eligible beneficiaries for this training.
- Training Agency will mobilize the beneficiaries selected by them to their training centre and will register them through biometric device on NDLM.in and will also ensure successful completion of the training as per norms prescribed.
- Each of the selected beneficiaries would also be required to submit an application form with a self-declaration that he/she is not an IT literate.
- In order to distinctly identify each beneficiary and avoid duplicity, use of UID – Aadhaar no. of beneficiaries would be required. In case Aadhaar is not available, beneficiary will not eligible for registration.
- The Training agency should have basic facilities to conduct the training as per the accreditation norms prescribed by the CSC-SPV. The following IT infrastructure is required for running the training:
  - Computer lab of minimum 10-20 computers.
  - Internet connectivity-Broadband.
  - Window 7- 32 bit/64 bit
  - Internet Explorer 10 or 11.
  - Power back up, projector, printers, webcam & scanners etc.
- Appropriate on-line reporting mechanism would be put in place by CSC-SPV for

reporting/monitoring of the training programs by Training agency on daily basis in order to maintain transparency.

- After successful completion of the training, the Training Agency would report periodically, the details of persons trained to the CSC-SPV & State Implementing Agency(SPIC).
- The trained candidates shall have to undergo an online examination (as soon as the training is completed) by a recognized certifying agency. The training cost to the training agencies would be released by CSC-SPV only after the trained candidates are awarded certificates.
- Registration of the eligible beneficiaries will be done through Biometric devices at NDLM.in and user credential will be provided to the Training Agency by SPIC.
- Biometric devices will be provided to the Training Agency as per requirement for the registration of eligible beneficiaries, which will be done through that User ID.
- In case of SC/ST entire training cost will be borne by Government of India where as in case of General/OBC category 75% training cost will be borne by GOI and 25% by eligible beneficiary.
- State coordinator for "digital Saksharta Abhiyan program" will share database of surveyed eligible beneficiaries with Training agency.
- The target is to train 6,666 beneficiaries. Out of 6,666 beneficiaries, 4,666 will be trained in Level-1 and 2,000 will be trained in Level-2.

**5.19 Levels of IT Literacy Training, content and course duration:**

• **Entry and Exit criteria:**

It is proposed to impart IT Literacy training to the persons at either of the two levels of courses (Level 1 or Level 2) depending on the entry criteria as follows:

<b>Level</b>	<b>L1</b>	<b>L2</b>
Entry Criteria	Non IT literate - Illiterate and up to 7th standard passed	Non IT literate with at least 8th standard pass
Exit Criteria	The prospective candidate will be e-literate. Able to use computers and search internet for information, send & receive e-mails etc.	Besides the ability to use and operate computer, the candidate would be able to access the e-Governance Services also.

• **Broad content for IT Literacy Training:**

Level	L1	L2
Scope	The basic level IT Literacy Training would be provided to non-IT literates so that they can communicate more effectively using computers Digital access device and internet. The trainees would also be trained to access information on healthcare/ agriculture/ rural development schemes/ finance etc. The course duration for this Level will be approx. 20 hours.	Besides basic level IT Literacy, the trainees will also be trained to effectively interact with the Govt. System, G2C & B2C services. etc. The course duration for this Level will be approx. 40 hours.
Broad Content	How to Operate a computer, Perform operations on the computer, Access the Internet and finding the information of interest,	How to interact with Government System, G2C & B2C, Knowing computer, Operating Computer using GUI Based Operating System, Understanding Word Processing, Communicating using the Internet and web browsers, Make bill payments, etc.

**6. Eligibility Criteria**

1. The bidder should have an annual turnover of 15 Lacs (from training services only) in the last 3 financial years (2014-15, 2013-14 & 2012-2013). The bidder should submit Certificate from CA and Audited Balance sheets of last three financial years.
2. The bidder should have minimum of 3 years of experience in the field of imparting training in Information Technology.
3. The bidder should have at least 10 IT Trainers on its rolls in the last financial year 2014-15 having good experience in basic IT training. The bidder should submit resumes of trainers, duly verified by authorized signatory.
4. Even though the bidder meet the above qualifying criteria, they are subject to be disqualified in case of following conditions:
  - a. The bidder is in litigation with any Govt. Organization / Society / Trust / Board / Corporation.
  - b. The bidder has made any false representation in the forms, statements and attachments submitted in proof of the pre-qualification requirements.
  - c. The bidder has a record of poor performance such as abandoning of any allotted project, inability to complete any allotted project, delay in completion of any

allotted project etc.

d. The bidder has been black listed by any Government or its organizations.

A self-certificate to this effect is required from the bidder. If at a later stage it is found that any Bidder has wrongly certified, the bidder shall be liable for action under the law.

5. The bidder should have registered office/Training Centre in Chandigarh, operational for at least one year with adequate staff. The bidder should attach Undertaking from authorized signatory.
6. The bidder should have valid PAN and Service Tax Number. The bidder should attach Valid Certificates.
7. The bidder should not be joint venture/joint bidding/consortium and should be exclusively associated with IT/ITES training.

## 6.1 Technical Bid Evaluation

The bid evaluation of the proposals will be done on the basis of the following criteria:

**Total Points : 50**

i. Experience of the bidder in imparting IT/ITES Skills training (Max: 10 marks).

Experience in Years	Points
More than 5 years	10
4-5 years	7
3-4 years	4

ii. Experience of the Trainer in the field of IT/ITES Skills training (Max: 25 points).

Trainer will be evaluated on the basis of their experience (Max points 2.5 per trainer).

Experience in Years	Points
More than 5 years	2.5
4-5 years	2
3-4years	1.5
2-3 years	1
1-2 years	0.5

iii. IT/ITES Skills related project successfully implemented by bidder in last financial year 2014-15 (Max: 15 marks):

Number of Projects	Points
More than 5 projects	15
3-5 Projects	10
1-3 Projects	5

**The minimum qualifying points in Bid Evaluation is 40.**

## **7. General Information, Terms & Conditions**

### **7.1 Use of Contract Documents and Information**

The Bidder/Training Agency shall not, without prior written consent of SPIC, make use of any document or information made available for the project, except for purposes of performing the Contract.

All project related documents issued by SPIC, other than the Contract itself, shall remain the property of the SPIC and shall be returned (in all copies) to the SPIC on completion of the bidder's performance under the Contract if so required by the SPIC.

### **7.2 Force Majeure**

#### **7.2.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

Force Majeure shall not include –

Any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor

Any event which a diligent Party could reasonably have been expected to both

- (a) Take into account at the time of the conclusion of this Contract, and
- (b) Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **7.2.2 No Breach of Contract**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

##### **7.2.2.1 Measures to be taken**

- A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

- A Party affected by an event of force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, shall similarly give notice of the restoration of normal conditions as soon as possible.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### **7.2.2.2 Extension of Time**

Any period, within which a Party shall, pursuant to this Contract, complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **7.2.2.3 Consultation**

Not later than thirty (30) days after the Bidder/Training Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## **7.3 Communication of Problems**

The Training Agency will communicate all problems without any delay to the designated representative of SPIC as and when they occur.

- I. The contract will commence on the date hereof and unless terminated in accordance with the terms and conditions hereof, will remain in force for a period of one year.
- II. SPIC will monitor/audit the performance of the bidder on regular basis, and have the right to discontinue the contract in the event of low performance at any point.
- III. The Training agency and SPIC will keep secret any technical, commercial or any other information, marked as 'confidential' or learned from other party in the course of performing its obligations, and that it will not communicate such information to any third party.

## **7.4 Termination**

### **7.4.1 Definition**

#### **By the Implementer**

The Implementer may terminate this Contract in case of occurrence of any of the events specified in paragraphs (a) through (g) of this Clause. In such an occurrence the Implementer shall give not less than thirty (30) days' written notice of termination to the Bidder/Training Agency and sixty (60) days' in case of the event referred to in (f).

- (a) If the Bidder/Training Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) If the Bidder/Training Agency become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law of the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Bidder/Training Agency fail to comply with any final decision reached as a result of arbitration proceedings;
- (d) If the Bidder/Training Agency submit to the Implementer a statement which has a material effect on the rights, obligations or interests of the Implementer and which the Bidder/Training Agency know to be false;
- (e) If, as the result of Force Majeure, the Bidder/Training Agency are unable to perform the Services for a period of not less than sixty (60) days; or
- (f) If the Implementer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) If the Bidder/Training Agency, in the judgment of the Implementer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Implementer and includes collusive practice among Bidder/Training Agency (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Implementer of the benefits of free and open competition.

#### **7.4.2 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Termination Clause hereof, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in Confidentiality Clause hereof;
- (iii) Any right which a Party may have under the Applicable Law.

#### **7.4.3 Cessation of Services**

Upon termination of this contract by notice of either Party to the other pursuant as per the Termination Clause hereof, the Bidder/Training Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

#### **7.4.4 Payment upon Termination**

Upon termination of this Contract pursuant to Termination Clauses hereof, The Implementer reserves the right to recover any dues payable by the selected bidder from any amount



outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.

#### **7.4.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (c) of Termination Clause hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Settlement of Disputes Clause hereof, and this Contract shall not be terminated on account of such event except in accordance with terms of any resulting arbitrate award.

### **7.5 Obligations of the Bidder/Training Agency**

#### **7.5.1 Standard of Performance**

The training agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective human resource, materials and methods. The Bidder/Training Agency shall always act, in respect of any matter relating to this contract or to the Services, as faithful advisers to the implementer, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

#### **7.5.2 Law Governing Services**

The Bidder/Training Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the Personnel of the Bidder/Training Agency comply with the Applicable Law. The Implementer shall advise the Bidder/Training Agency in writing of relevant local customs if required and the Bidder/Training Agency shall, after such notification, respect such customs.

#### **7.5.3 Conflicts of Interests**

**a) The Bidder/Training Agency Not to Benefit from Commissions & Discounts, etc.**

The payment of the Bidder/Training Agency pursuant to Payment to Bidder/Training Agency Clause hereof shall constitute the Bidder/Training Agency's sole payment in connection with this Contract or the Services and the Bidder/Training Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Bidder/Training Agency shall use their best efforts to ensure that their Personnel and agents, similarly shall not receive any such additional remuneration.

**b) The Bidder/Training Agency and Affiliates not to engage in Certain Activities.**

The Bidder/Training Agency agree that, during the term of this Contract and after its termination, the Bidder/Training Agency and any entity affiliated with the Bidder/Training Agency, shall except with the previous consent of the client obtained in writing be

disqualified from providing goods, works or services (other than the Services forming a part of this contract) for any project resulting from or closely related to this Assignment.

**c) Prohibition of Conflicting Activities.**

The Bidder/Training Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any of the following activities.

- During the term of this Contract, any business or professional activities in the Government's premises which would conflict with the activities assigned to them under this Contract.

### **7.5.4 Confidentiality**

The Bidder/Training Agency and their Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Implementer's business or operations without the prior written consent of the Implementer.

### **7.5.5 Liability of the Bidder/Training Agency**

Subject to the provision "Limitation of the Bidder/Training Agencies' liability towards the Implementer below, the Bidder/Training Agencies' liability under this Contract shall be as provided by the Applicable Law.

#### **Limitation of the Bidder/Training Agencies' Liability towards the implementer**

In case of gross negligence or wilful misconduct on the part of the Bidder/Training Agency or on the part of any person or firm acting on behalf of the Bidder/Training Agency in carrying out the Services, the Bidder/Training Agency with respect to damage caused by the Bidder/Training Agency to the Client's property, shall be liable to the implementer.

#### **Reporting Obligations**

The Bidder/Training Agency shall submit to the Implementer the reports and documents specified in Scope of Work hereto, in the form, in the numbers and within the time period set forth at the time of signing the contract.

### **7.5.6 Documents Prepared by the Bidder/Training Agency to be the Property of the Implementer**

a) All plans, reports, other documents prepared by the Bidder/Training Agency for the Implementer under this Contract shall become and remain the property of the Implementer, and the Bidder/Training Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Implementer, together with a detailed inventory thereof.

b) The Bidder/Training Agency may retain a copy of such documents. The Bidder/Training Agency shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Implementer. The equipment and materials furnished by the Implementer shall be returned on the termination or expiration of the contract by the Bidder/Training Agency.

c) However the Bidder/Training Agency will hold sole and exclusive Intellectual Property Rights on all proprietary products, tools, supplied software and components. Neither nothing in this contract will nor will be construed to mean that such Intellectual Property Rights is at any time assigned or otherwise alienated to SPIC or any other person.

## **7.5.7 Taxes and Duties**

The Bidder/Training Agency shall be entirely responsible for all taxes; duties, etc. incurred on the services rendered by the Bidder/Training Agency until delivery of the contracted services.

## **7.5.8 Bidder/Training Agency's Personnel**

### **7.5.8.1 General**

The Bidder/Training Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### **7.5.8.2 Training Co-ordinator**

The successful bidder/Training Agency will ensure that all times during the contract period a co-ordinator is appointed to watch & ensure the performance & implementation of the training.

### **7.5.8.3 Removal and / or Replacement of Personnel**

- a) The Bidder/Training Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services and as agreed upon with the Implementer at the time of signing of the contract.
- b) Except as the Implementer may otherwise agree, no changes shall be made in the Key Personnel during the course of an assignment. If for any reason beyond the reasonable control of the Bidder/Training Agency, it becomes necessary to replace any of the Personnel, the Bidder/Training Agency shall forthwith provide as a replacement a person of equivalent or better qualifications & experience.
- c) If the Implementer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder/Training Agency shall, at the Implementers' written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Implementer.
- d) The Bidder/Training Agency shall have no claim for additional costs arising out of or incidental to any removal and / or replacement of Personnel.

## **7.6 Obligations of the Implementer**

### **7.6.1 Assistance**

The Implementer shall use its best efforts to ensure that the State coordinator , CSC- e-Governance Services India Limited shall provide the Bidder/Training Agency such assistance as specified at the time of signing the contract.

## 7.6.2 Payment

In consideration of the Services performed by the Bidder/Training Agency under this Contract, the Implementer shall make to the Bidder/Training Agency such payments and in such manner as is provided by Payment to Bidder/Training Agency Clause of this Contract.

## 7.7 Payments to the Bidder/Training Agency

### 7.7.1 Terms and Conditions of Payment

The payment to the Agency will be made in the following manner in respect of IT for masses program under this agreement as under:

1. Training fee structure:

Sr.No.	Training Category	Training Fee
1.	Level – 1	Rs.500/- per beneficiary
2.	Level-2	Rs.1000/- per beneficiary

1. The training agency will be paid 100% training fee in case of SC/ST beneficiaries where as in case of General/OBC category 75% training cost will be paid to the training agencies.
2. Income Tax and other deductions will be made from the bill of the contractor at source as per the rates applicable from time to time in accordance with instructions/rules in this regard.

### 7.7.2 Period of Contract

1. The period of contract for Digital Saksharta Abhiyan will be 1 year which may be extendable on the basis of the performance of Training Agency.
2. Contract can be terminated as and when your services are not required by SPIC and vice versa with a one month notice.

### **7.7.3 Payments for additional work / Rework**

In case of any additional work / rework required to be done by the bidder due to change in Scope of Work due to existing Legislation/Regulations/Acts or enactment of new Acts within the administrative control of the Implementer , the remuneration mechanism for the same will be as finalized at the time of signing of contract.

### **7.7.4 Currency of Payment**

All payments shall be made in local currency i.e. Indian Rupees.

## **7.8 Good Faith**

### **7.8.1 Fairness and Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **7.8.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause of Settlement of Disputes hereof.

## **7.9 Appointment of operator and Sub Licensee**

The Training Agency will not be entitled to sub-license or to enter into any arrangement with any other person with a view to delegating and/or transferring the rights, benefits, obligations and duties granted to it or undertaken by it under this agreement.

## **7.10 Settlement of Disputes**

1. The Implementer and the Bidder/Training Agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Implementer and the Bidder/Training Agency have been unable to resolve amicably a

contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as detailed in the document.

3. In the case of a dispute or difference arising out of or connected with this contract, such dispute or difference shall be referred to the award of two arbitrators, one arbitrator to be nominated by the Implementer and the other to be nominated by the Bidder/Training Agency or in the case of the said arbitrators not agreeing, then to the award of an Arbitrator to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the arbitrators cannot agree to the Arbitrator, he may be nominated by The Secretary Finance, of UT Chandigarh. The award of the Arbitrators, and in the event of their not agreeing, of the Arbitrator appointed by them e shall be final and binding on the parties.
4. The Indian Arbitration Act 1940, the rules made there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
5. The venue of arbitration shall be the place from where the Contract is issued.

### **7.11 Applicable law & Jurisdiction of court**

The Tender/Works Contract with the selected bidder shall be governed by and construed in accordance with the Laws of India. The parties hereby agree that the court in the City of Chandigarh alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of anything arising under this Tender/Works Contract.

### **7.12 Relationship of Parties**

This contract should not be construed as creating a partnership, joint venture, franchise, agency or other such relationship. This contract represent a nonexclusive relationship between parties and nothing contained herein will preclude either party from participating in other similar relationships with third parties at any time, either during the term of or after the termination of this agreement for any reason.

**Annexure (to be attached with proposal)**

**Form 1 – Cover letter**

Date:

Reference No.:

To,

Society for Promotion of Information Technology in Chandigarh.  
PEC Campus, Sector 12, Chandigarh - 160012.  
Tele Fax: +91 172 2744235; +91 172 2745502.

Subject: Proposal for Selection of training agency for imparting IT skills training under Digital Saksharta Abhiyan .

Dear Sir,

1. We, the undersigned, having carefully examined the referred RFP, offer to Propose for the selection as training agency for imparting IT skills training under Digital Saksharta Abhiyan in full conformity with the said RFP.
2. We have read the all the provisions of RFP and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Proposal, consisting of this letter and, Technical Proposal, and all attachments, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
6. We declare that we do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.
7. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification or termination of contract during any stage of the project.
8. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

**Signature:** .....

**In the capacity of:** .....

**Duly authorized to sign Proposal for**

**And on behalf of:** .....

**Date:** .....

**Place:** .....

## Form 2 – Proposal Summary Sheet

<b>1. CONTACT DETAILS</b>					
1	Name of the Organisation				
2	Name of the Head of the Organisation				
3	Address				
4	City				
5	District				
6	State				
7	Pin Code				
8	Telephone No.				
9	Mobile No.				
10	Fax No.				
11	E-mail ID				
12	Web Site				
<b>2. COMPANIES/FIRMS/REGISTERED SOCIETIES/TRUSTS DETAILS</b>					
1	Registered Company Name				
2	Registration number & Date of registration				
3	Permanent Income Tax Account number(PAN)				
4	Service TAX registration number & Date				
5	Registered Office Address (in Chandigarh/ Panchkula /Mohali)				
6	Current Number of Full time Employees				
<b>3. COMPANY WORK PROFILE</b>					
1.	Total experience in IT Skills training (in Years.)				
<b>4. DETAILS of SKILLS PROJECTS in SCHOOL/College for FY 2014-2015</b>					
1	Name of the Project				
2	Project Description				
3	State/UT where implemented				
4	No. of Schools /Colleges/corporate				
5	No. of Students trained				
Sr.	School/College/Corporate Name	Address	Name & Phone No. of the Contact Person	No. of students trained	Start Date - End date
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
<b>5. FINANCIAL PERFORMANCE SUMMARY</b>					



In Indian Rupees (in Lacs)		FY 2011-2012	FY 2013-2014	FY 2014-2015
1	Turn Over			

**6. DETAILS OF SOFT SKILLS TRAINERS**

Sr.	Name of the Trainer	Educational Qualification	Professional Qualification	Experience in Soft Skills training (In number of years)			Total working Experience with Current Employer (In no. of Yrs.)
				School Level	College Level	Corporate Level	
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

**7. ATTACHMENTS DETAILS**

Sr.	Particulars	Page No./Flag No.
1	Certificate of CA for annual turnover of last 3 Financial Years (2012-2013, 2013-2014 & 2014-15)	
2	Audited Balance sheets of last three financial years (2012-2013, 2013-2014 & 2014-15)	
3	Resumes of the Soft-Skills trainers duly verified by authorized signatory	
4	Certificates of PAN and Service Tax Number	
5	Work Order/Contract Letter for one project of soft skills training in At least 5 Govt. Schools in last financial year 2014-15	
6	Detailed Company Profile	
7	Completion Certificate for each of the SOFT-SKILLS PROJECTS executed at school level.	
8.	Samples of test papers	

**We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification/termination of contact during any stage of the project.**

Signature: .....

In the capacity of: .....

Duly authorized to sign Proposal for

And on behalf of: .....

Date: .....

Place: .....

**Form 3 – Certificate of Undertaking.**

(To be given on Company’s Letter Head)

To,

Society for Promotion of Information Technology in Chandigarh.

PEC Campus, Sector 12, Chandigarh - 160012.

Tele Fax: +91 172 2744235; +91 172 2745502.

This is with reference to the RFP published in \_\_\_\_\_ on date \_\_\_\_\_.

It is to certify that:

1. The undersigned is not in litigation with Chandigarh Administration.
2. The undersigned has not made any false representation in the forms, statements and attachments submitted in proof of the pre-qualification requirements.
3. The undersigned has not any record of poor performance such as abandoning of any allotted project, inability to complete any allotted project, delay in completion of any allotted project etc.
4. The undersigned has not been black listed by any Government or its organizations.
5. The undersigned has registered office in (Chandigarh/Mohali/Panchkula).

Yours faithfully,

Signature: .....

In the capacity of: .....

Duly authorized to sign Proposal for

And on behalf of: .....

Date: .....Place: .....

## **Form 4 - Format of Curriculum Vitae (CV) for Proposed Trainer**

Name of the Firm/Entity:

Name of the Staff:

Designation in the Firm/Entity:

Date of Birth and Nationality:

Years with Firm/Entity \_\_\_\_\_ Total Years of Experience \_\_\_\_\_

### **Educational Background:**

[College/university education of staff member, with names of school/College/University, year of completing, degrees obtained]

### **Professional Background:**

[Other specialized/management/professional education of staff member, with names of institute, year of completing, degrees/certificate obtained]

### **Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last Five years, also give very briefly the types of activities performed and client references, where appropriate. Use about three-quarters of a page]

### **Relevant Experience:**

[Give a description of staff member's in-depth and successful experience in maximum five assignments most pertinent to tasks on this assignment. Details required are as under:

Name and Objective of Assignment, Role on the assignment, Year and Duration of assignment, Location, Name of Client and a description of the key activities performed by the staff member and staff member's contribution to the project.]

### **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_

[Signature of staff member and authorized representative of the Firm]      Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

## Form 5 – Bid Proposal Format

Bidders are required to submit the following specific information details for carrying out the activities of work under the project:

**1. Company Profile:**

[Provide brief description about your organization, for details attach complete profile]

**2. Understanding of the activities of work involved:**

[Provide details of your understanding regarding activities involved as Training agency under Digital Saksharta Abhiyan, based on the broad areas of work outlined in the RFP]

**3. Approach & Methodology for the execution of the project:**

[Describe a specific methodology to implement the project]

**4. Past Project Experience in Skill development:**

[Provide the past experience for implementation of similar projects in a capacity as IT Skills Training agency in Govt. / private Schools/College /Corporate with any other]

Sr.	Organization Name , Address & Contact No	Project Duration	Project Cost	Task assigned in project

**5. Work Plan:**

[The proposed work plan should reflect the activities/ tasks of the methodology proposed by the training agency, showing a good understanding of the assignments to be undertaken and ability to translate them into feasible working plan]