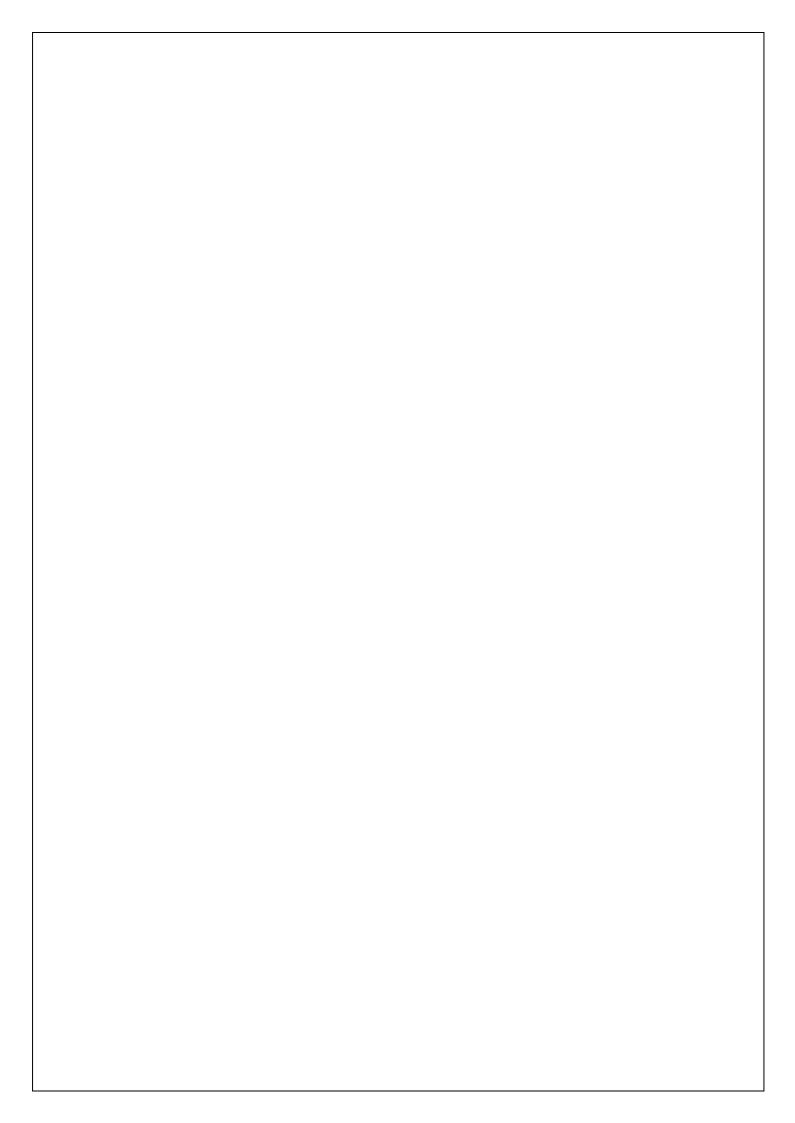
National e-Governance Division

Request for Financial Quote (RFQ) for Integration of DigiLocker system with Issuer and Requester system



Electronics Niketan,
4th Floor, 6 CGO Complex,
New Delhi 110003



National e-Governance Division Electronics Niketan, 4th Floor, 6 CGO Complex, New Delhi 110003.

Request for Financial Quote (RFQ) for Integration of DigiLocker with Issuer and Requester Systems

National e-Governance Division (NeGD) is an autonomous business division within Media Lab Asia, under the Ministry of Communication and Information Technology, Government of India, for supporting and assisting Department of Electronics and Information Technology in the Program Management of National e-Governance Plan (NeGP) and supporting coordination of Digital India Program.

NeGD invites RFQ from agencies shortlisted for empanelment under RFE for Integration of Application with DigiLocker System under Digital India program.

Please go through the full document available at http://negd.gov.in/

- 1. Applicants (hereinafter referred to as "Bidders") are required to submit only one application.
- 2. Details on the integration services to be provided are mentioned in the scope of work section in this document
- 3. Proposal must be submitted at the NeGD, New Delhi office in one sealed envelope marked as "Proposal for the DigiLocker integration with issuer and requester Systems" containing the 'Financial bid' in a sealed envelope. The name and contact details of the agency should be on all the envelope
- 4. The agencies will be selected as per the evaluation mechanism of this RFQ.
- 5. The sealed envelope should reach by as per the schedule provided in the Important Dates section below addressed to

Additional Director (Projects)
National e-Governance Division
4th Floor, Electronics Niketan, 6 CGO Complex, New Delhi 110003
e-Mail ID: d.nayak@nic.in

- 6. Agencies may contact Shri Debabrata Nayak, Additional Director, NeGD at 4th Floor, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi-110003, for any clarification on the RFQ before the time as per schedule given below by email only at partners@digitallocker.gov.in
- 7. NeGD will reply to all the queries as per the schedule given below.
- 8. NeGD reserves the right to reject any or all of the responses to this RFQ without assigning any reason. NeGD takes no responsibility for delay, loss or non-receipt of response to RFQ.
- 9. All terms and conditions specified in the Request for Empanelment document at the time of empanelment, along with the agreement signed with NeGD will be applicable for this

assignment as well.

10. On the basis of scores given by the committee, it is envisaged to engage the agency for the services as per scope of work of this RFQ.

Important dates:

S No.	Activity	Date
1.	Last date for submission of written queries (email only)	25 January 2016 11.00AM
2.	NeGD's response to queries	28 January 2016 5.00PM
3.	Last date for submission of RFQ	2 February 2016 by 11.00AM
4.	Date of opening of Financial bids	3 February 2016 at 11.00AM

This RFP Document is not an agreement and is not an offer or invitation by the NeGD to any party other than the entities, who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the NeGD, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.

The NeGD, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

NeGD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

1 BACKGROUND

- 1.1 Digital India aims to transform India into a knowledge based economy. It is an ambitious program and aims to deliver good governance to citizens by synchronized and co-ordinated engagement with both Central government & State government. Delivery of service through e-Governance represents a paradigm shift and the key is to ensure that the right skills are made available for various stakeholders across the implementation spectrum. This shift requires considerable enhancement of capacities for visualizing, conceiving and delivering projects aimed at transforming existing systems. This requires knowledge of domain as well as technical and techno-commercial-legal capabilities in different levels of government officials. Above all, it requires a basic change in the outlook and functioning of government, so that it becomes citizen-centric rather than process-centric. NeGD as the central coordinating agency at the national level is working with this vision to meet the objective. (Link to Digital India Presentation https://negp.gov.in/pdfs/DigitalIndia.pdf)
- 1.2 The key vision areas under the Digital India Programme are to "provide shareable private space on a public cloud" and to "digitize all documents and records of the citizens and make them available on a real-time basis". This means that "providing citizens with easy access to a shareable private space on a public cloud can greatly facilitate process reengineering through paperless processes. Government documents can be issued in verifiable electronic format, made available in federated e-Document repositories; citizens can digitally store their documents, certificates, etc. and share them with public agencies or others without the need to physically submit them. This mechanism of 'e-Document repositories' and 'Digital Locker' will greatly improve the citizen convenience and usher in paperless transactions across the entire ecosystem of public services. All these must be with due user authentication, audits, and other security best practices. This easy access to the digital resources ensures that citizens are not asked to provide government documents or certificates, which are already available with some department/institution of the government, in physical form. The citizen, while filling some

application form should not be asked to submit the certified copies of his/her educational certificates but should provide details of these certificates which can be seen by the concerned agency using the resource identifier provided by the citizen. This entire ecosystem of e-Document repositories, Digital Lockers and access gateways for accessing e-Documents are together covered under the 'DigiLocker' system.

- **1.3** The objectives of the Digital Locker system are as follows:
- i. Enable digital empowerment of residents by providing them with Digital Locker on the cloud
- ii. Enable e-Signing of documents and make them available electronically and online
- iii. Minimize the use of physical documents
- iv. Ensure authenticity of the e-documents and thereby eliminate usage of fake documents
- v. Secure access to Govt. issued documents through a web portal and mobile application for residents
- vi. Reduce administrative overhead of Govt. departments and agencies and make it easy for the residents to receive services
- vii. Anytime, anywhere access to the documents by the resident
- viii. Open and interoperable standards based architecture
- ix. Architecture to support a well-structured standard document format to support easy sharing of documents across departments and agencies.
- X. Ensure privacy and authorized access to residents' data.

2 OBJECTIVE AND SCOPE

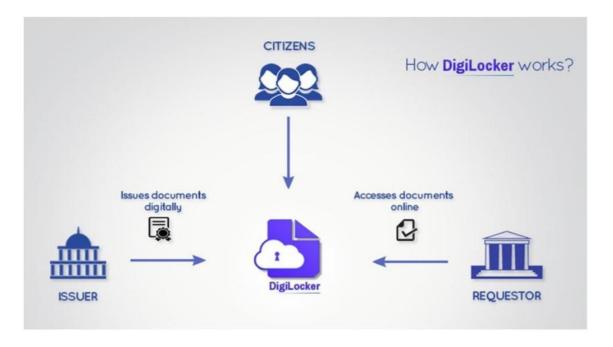
2.1 Objectives of Integration with DigiLocker System

DigiLocker aims to provide paperless governance, which can be truly achieved once more and more departments are integrated with DigiLocker as issuers and requestors. The idea behind the RFQ is to create an eco system of DigiLocker developers to undertake integration activity at a large scale. Objectives of RFQ are:

- I. To expedite on-boarding of various state and central applications to the DigiLocker system
- II. To help proliferate the usage of DigiLocker system by forming a distributed set of agile and lean resources and thus provide a local foot print for integration services.
- III. Develop the DigiLocker eco-system throughout the country in a sustainable manner.
- IV. Provide on demand availability of resources in all parts of India.

2.2 DigiLocker Landscape

1. DigiLocker brings the citizens, the issuers of documents and the requestors i.e. the users of the document on one platform. Citizens get a personal account in DigiLocker. Issuers can push citizens' documents to DigiLocker. Citizens can share their documents with other departments or agencies while applying for the services provided by them. The agencies, termed as Requestors, can access the documents from DigiLocker.



2. The following figure depicts the DigiLocker Ecosystem. Citizens, Issuers, Requestors, Document Repositories, Access Gateway and Locker are the main components of DigiLocker. DigiLocker links various issuer repositories using a set of APIs. Thus DigiLocker system can be viewed as a federation of document repositories. DigiLocker uses Aadhaar OTP and biometric authentication services provided by UIDAI to authenticate the locker owners. It also provides eSign service to digitally sign self uploaded documents as a means of self attestation.

3 ABOUT THIS TENDER

To meet this growing demand for design and short term software development, implementation and integration of issuer and requester applications with DigiLocker system; NEGD intends to invite financial bids from empanelled Agencies to provide end-to-end integration services to assist in such application integration.

- 1. A panel of <u>Agencies</u> will be formed for providing end-to-end integration services for DigiLocker system.
- 2. The panel formation will be initially for a **period of 1 (one) year**, which can be extended through mutual consent for a further **period of 1 (one) year**.
- 3. The technical manpower being provided by the agency under various resource categories will work under the supervision of User project coordinators from integrating departments.
- 4. Empanelled Agencies will work for ongoing/new projects. Such work will be for a definite period and will not amount to any kind of employment obligation on the part of NEGD/User.
- 5. The performance and discipline of the resources provided by the bidder should be ensured by the agency.
- 6. Regular progress reporting and review of the same with the concerned NEGD/User Project coordinator will be an integral part of the responsibility of the agency.
- 7. Timely production of quality output will be an overarching responsibility of the agencies.
- 8. This RFQ is for integration work related to DigiLocker system. The empanelment under RFE of Agencies for Integration of Application with DigiLocker System (under Digital India) will continue for other integration work arising as part of other Digital India initiatives.

3.1 Detailed scope of the work:

- 1. Go through the API specification, tools and processes defined by DigiLocker system for integration of DigiLocker system with an external application.
- 2. Identify central or state department applications that can be an issuer or requester to the DigiLocker system.
- 3. Assess each application in terms of readiness regarding integration with DigiLocker system. The DigiLocker system has already developed tools and APIs to fast track integration of applications with the DigiLocker system.
- 4. Obtain issuer/requester ID for the integrating department. The integrating department should be under the category defined in Annexure 6 of this RFO.
- 5. Develop tools/APIs for the integrating department. The integrating department should be under the category defined in Annexure 6 of this RFQ. Go through the entire integration lifecycle to fully test the end-to-end flow of the department application as an issuer and/or requester as the case may be.
- 6. Prior to integration with the DigiLocker production system, the department application must be integrated with DigiLocker staging environment. The application will only be eligible for production rollout once 10 successful transactions have taken place as an issuer or a requester as the case may be.
- 7. Undertake rollout of production integration.
- 8. Provide department applications API specification documents and staging test results with transaction IDs
- 9. NeGD as DigiLocker system developer will signoff on the successful integration of a department application.
- 10. The integration will be deemed complete once the sign off has been provided by NeGD.
- 11. The scope will include 2 months support period after go live.

3.2 Types of Integration Work:

A department or agency can integrate with DigiLocker as an Issuer, as a Requestor or as both. Depending on the way of integration, the work can be classified into following 4 broad categories:

- 1. **Integrate a Department as an Issuer using Push URI Model:** A department/agency having Aadhaar seeded document data and willing to be an Issuer, integrates with DigiLocker in this model. The document URIs along with the document metadata is pushed to DigiLocker in bulk.
- 2. **Integrate a Department as an Issuer using Pull Document Model:** A department/agency that does not have Aadhaar seeded data and willing to be an Issuer, integrates with DigiLocker in this model. A integrating department/agency will provide a facility to locker users to search for a document or certificates using certificate number or other search criteria. On a successful search, the document URI can be stored by the user into her/her locker.
- 3. **Integrate a Department as a Requestor to Fetch Document:** A department/agency can also integrate with DigiLocker as a Requestor to fetch documents from user's locker. This type of work will involve the integration of DigiLocker Requestor APIs with the application of the integrating department. The integrating department may choose to fetch the shared file instantly or at a later point in time using the shared URI.
- **4. Integrate a Department for Save to Locker:** DigiLocker allows its users to save ad-hoc documents to their uploaded documents section. Bank statements are a good example of these type of documents. The integrating department needs to integrate using Save to Locker APIs provided by DigiLocker to facilitate their users to save their documents in DigiLocker.

The details of API specifications for all these types of integration are provided in Annexure-7.

3.3 Work Allocation Methodology

The Agencies have to quote rates for all activities mentioned above for two regions - Region I and Region II. Please refer

to Financial Bid section (Annexure 5) of this document for more details. A panel of agencies will be formed based on the rates as mentioned in Panel Formation section (Annexure 4). The Agency undertaking the work shall take full responsibility of the desired outcome of the project.

This tender provides for **following two routes** of engagement:

- a. Projects identified by NEGD for engaging the agency to carry out the project work as follows:
 - i. In such projects the concerned project group of NEGD/User shall share the scope and details of the project requirements with all the agencies.
 - ii. The work will be awarded in a round robin fashion based on the financial bids (starting from lowest to highest) of the agencies at the predetermined empanelled rate. Please refer to Annexure 4: Panel Formation for more details. The work identified by NeGD will only be awarded to agencies who are L1 to L5 in each type of integration work.
 - iii. The work will be awarded in blocks of 20 integration works and each agency will be awarded the following quantum
 - L1 will be given first 35% of projects (7 out of 20)
 - L2 will be given next 25% of projects (5 out of 20)
 - L3 will be given next 20% of projects (4 out of 20)
 - L4 will be given next 15% of projects (3 out of 20)
 - L5 will be given next 5% of projects (1 out of 20)

If any agency refuses the work being awarded it will be offered to the agency next (eg. If L1 refuses L2 will be offered). In this case any refusal will also result in 1 less opportunity to be given to that agency (eg. If L1 refuses and L2 accepts then L1 will only get 6 out of 20 projects and L2 may get 6 out of 20 projects). If all 5 agencies from L1 to L5 refuse the work, then the work will be awarded to L6, L7 and so on in that order.

iv. If NeGD identifies an integration project that is a combination of two or more type of integration works, the work will be awarded to the agency which is on the panel for all types of integration in this particular integration project. If more than one agency is on the panel for this combination of integration work, then the work will be awarded based on the financial quotes (starting from lowest to highest) for this combination of work in a round robin fashion.

Projects identified by the empanelled agency to carry out the project work as follows:

- i. The empanelled Agency shall submit a project report and a letter of authorization from the integrating department.
- ii. A standing technical committee at NeGD will assess the scope of work and the credentials of the integrating departments and provide approval to the empanelled agency to go ahead with the work.
- iii. The work will be awarded to the empanelled agency based on the empanelled rate for the category of the activity.
- iv. In case 2 agencies get authorization letter from same integrating department, NeGD reserves the right to award the work to any one of the agencies.

3.4 Responsibilities of the Agency

- 1. The manpower required is to be deployed by the Agency within one week of issue of the work order or as specified in the work order
- 2. The agency is liable for damages on account of any violation by the employees deployed under the Information Technology Act and other prevalent laws of the country.

- 3. Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken;
- 4. In case, the person employed by the Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work / project and any other necessary action as required by NEGD and provisions of the legal framework of the country.
- 5. The Agency shall replace immediately any of its personnel who is found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from NEGD.
- 6. Background verification:
 - a. All the manpower deployed by the agency may be subjected to proper background verification check for Date of Birth, Educational Qualifications, Experience and police verification of antecedents.
 - b. The agency shall submit the background verification report as mentioned above for each manpower to be deployed on the project on acceptance of the work order;

7. Liability of the Agency:

- a. Agency shall be liable for all acts of omissions and commission by its employees deployed under this empanelment and NEGD shall stand insulated against aggrieved third-party complaints against any civil or criminal actions of the service provider or its employees.
- b. Agency to indemnify for non-compliance with the specifications given to create the software, for any intellectual property infringement of any third party, for any employee-related claims, for any personal injury or property damages, etc.

3.5 Terms of Engagement

The empanelled vendors are required to agree for the terms and conditions given below:

- 1. The technical manpower to be deployed should be the Agency's employees and must have completed the minimum of six months on the rolls of the Agency.
- 2. NEGD may call for this information for a professional before her/his deployment.
- 3. NEGD may also ask the agency to submit the Salary certificate of the technical manpower hired using this tender at any time to compare it with the actual salary being paid to the technical manpower. The salary should be paid by 7th of every month to the hired resource manpower.
- 4. NEGD will not reimburse any amount towards Provident fund, Employees Insurance or Bonus. These issues must be settled between the empanelled agencies and the manpower supplied by them from time to time as per the government rules and regulations.

4 AVAILABILITY OF TENDER

The tender document is available at http://www.negd.gov.in

Amendment of Tender Document

- 1. At any time prior to the last date for receipt of bids, NeGD, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify the Tender Document by an amendment.
- 2. The amendment will be notified on NeGD's website, which will be binding on the prospective bidders to consider the amendment for quoting.
- 3. In order to provide prospective agency reasonable time in which to take the amendment into account in preparing their bids, NeGD may, at its discretion, extend the last date for the receipt of Bids.
- 4. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.

5 BID SUBMISSION

- 1. Bids are to be submitted as per the **Annexure-2: Bid Submission.**
- 2. In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- 3. Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.
- 4. Un-signed & un-stamped bid shall not be accepted.
- 5. All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
- 6. Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
- 7. Ambiguous bids will be out rightly rejected.
- 8. NeGD will NOT be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.
- 9. The bids submitted by fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.
- 10. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected. Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway.
- 11. If any clarification is required, the same should be obtained before the deadline for submission of queries.
- 12. Tender process will be over after the issue of empanelment letter(s) to the selected vendor(s).
- 13. NeGD may at its own discretion extend the date for submission of bids. In such a case all rights and obligations of NeGD and the Agencies will be applicable to the extended time frame.
- 14. Bids not quoted as per the format given by NeGD will be rejected straightway.
- 15. No deviation from the tender specifications & terms and conditions will be accepted.

16. For additional instructions, refer to the Section "Financial Bid Evaluation".

6 BID EVALUATION

No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of NeGD can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected.

Financial Bid Evaluation

- 1. The **Financial Bids** of bidders will be opened in the presence of their representatives on a specified date and time, and the same will be evaluated by a duly constituted Finance Evaluation Committee (FEC).
- 2. Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.
- 3. For consideration of their bids, the Agencies have to quote rates for all activities in the **Financial Bid** (Annexure 5).
- 4. The rates quoted should be as per industry standards for the educational qualifications and experience of the resources.
- 5. The rates quoted should be as per industry standards for the prescribed experience. For any of the resource levels, bids quoting zero or incredibly low rates compared to the industry prevalent rates will be rejected.
- 6. A panel of Vendors will be formed as per the procedure defined in **Annexure 4: Panel Formation**.

7 PANEL FORMATION FOR DIGILOCKER INTEGRATION

- 1. Validity of the panel is given in the Annexure-1: Validity of bids, rates etc.
- 2. In the event the vendor's Company or the concerned division of the Company is taken over / bought over by another company, all the liabilities, obligations and execution responsibilities under the agreement with NeGD, should be passed on for compliance by the new company.
- 3. All empanelled vendors have to agree for honoring all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by NeGD or by organizations supported by NeGD.
- 4. During empanelment period if the agency's name got changed due to acquisition, amalgamation etc., and agency must inform NeGD with all required documents within one month of its name change. Failing which the empanelment will be cancelled and BG forfeited.
- 5. The vendor should not assign or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination from the panel.
- 6. NeGD may, at any time, terminate the panel by giving written notice to the vendor without any compensation, if the vendor in the panel becomes bankrupt or otherwise insolvent, provided that such

termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NeGD.

8 INTELLECTUAL PROPERTY RIGHTS

- 1. NeGD shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, design, source code, products, software, specifications, reports, drawings and other documents which have been developed by the Service Provider during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Service Provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NeGD and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NeGD. In case of Software Development, the ownership of source code and documents vests with NeGD.
- 2. If NeGD desires, further, the Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Service Provider, the same shall be acquired in the name of NeGD, prior to termination of this Contract and which shall be assigned by NeGD to the Service Provider for the purpose of execution of any of its obligations under the terms of this tender. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of NeGD.
- 3. The Service Provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Service Provider shall keep NEGD indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service Provider during the course of performance of the Services.
- 4. The source code would also be the property of NEGD and the agency would not use the same for any demonstrations or other projects.

9 CONFIDENTIALITY

The empanelled Agency and their deployed personnel will not, either during the term or after expiration
of this contract, use, sell, disclose any proprietary or confidential information relating to the software,
services, contract or business or operations of NEGD or its clients without the prior written consent of
NEGD.

10 PLACING OF WORK ORDERS

- 1. NEGD may place the work orders on the empanelled agencies for its own requirement or for its projects on behalf of its clients.
- 2. The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled agency; more than one depending on the project requirement or the TOR may be given to more than one empanelled agency for their proposals

for the specific scope of work using the L1 rates.

- 3. Objection, if any, to the Work Order must be reported to NEGD by the service provider within three (3) working days, counted from the Date of issue of Work Order, otherwise it is assumed that the service provider has accepted the Work Order in totality. This is applicable in case of electronic publishing / delivery of Work Order also.
- 4. After receiving the Work Order, if any amendment is requested by the service provider or done by NEGD, the implementation period will be calculated from the amendment date and not from the original Work Order date.
- 5. Work order will be placed on the empanelled vendor in hardcopy format or in softcopy mode, either through e-mail containing the scanned copy of the Work order or an alert through e-mail for downloading the Work order from Web Site.

11 PENALTY CALCULATION PROCESS

- 1. Any delay in completion of integration in stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite penalty at the rate of 1.00 % of the order value per week of the delay with a maximum limit of 10 % of the value of the Work Order.
- 2. If the delay is such that the delay penalty has reached a value of more than 10 % of the order value, NEGD will have the option to cancel the order and award the work to any other empanelled agency without any compensation to the agency which delayed the completion of the work and get the work done from any other source at the risk and cost of such defaulting agency. The defaulting Agency shall also ensure Knowledge transfer to new agency.
- 3. Defaulting agency may be de-barred from participating in any NEGD Tender for a period of **3** (three) years.

12 PAYMENT PROCESS

- 1. A pre-receipted bill (three copies) in the name of NEGD, New Delhi, along with a certificate of satisfactory performance from the NEGD for the project will have to be submitted for integration assignment as mentioned in the work order issued to the agency.
- 2. An invoice will contain the items ordered under one Work order only. Bill / Invoice shall not be combined for more than one work order.
- 3. Payments shall be subject to deductions of any amount for which the vendor is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.
- 4. If the Agency has been engaged for a deliverable based project, payments will be made on completion of assignment as per the work order. The necessary source code along with build procedures, technical document, user document/manual and other documents shall be handed over to NEGD/User in a digital media.
- 5. 90% payment will be released after certificate of satisfactory performance from NeGD. Remaining 10% will be released after the support period.
- 6. All payments will be made through RTGS only.

7. In case the submission of bills to NEGD, along with the necessary documents i.e. Performance Reports etc., is delayed by the Vendor beyond 30 days from the date of issue of Performance Report / Assignment Completion Report etc., the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective Vendor so that NEGD is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due to respective Vendor.

13 GENERAL TERMS AND CONDITIONS

- 1. The empanelment under this tender is not assignable by the selected vendor. The selected vendor shall not assign its contractual authority to any other third party.
- 2. As a matter of policy and practice and on the basis of Notification published in Gazette of India dated 14th March, 1998, it is clarified that services and supplies of the vendor selected through this tender can be availed by National e-Governance Division [NEGD], as the case may be depending on the project, and the selected vendor shall be obliged to render services / supplies to both or any organizations as per the indent placed by the respective organization. In other words, the selection procedure adopted in this tender remains applicable for Digital India projects as well, and in the event of rendering services / supplies to NeGD, the selected vendor shall discharge all its obligations under this tender vis-à-vis NeGD.
- 3. Any default or breach in discharging obligations under this tender by the selected vendor while rendering services / supplies to NEGD, shall invite all or any actions / sanctions, as the case may be, including forfeiture of EMD, PBG stipulated in this tender document. The decision of NEGD arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by vendor/empanelled bidder to bring pressure of any kind, may disqualify the vendor/empanelled bidder from the present tender and the vendor/empanelled bidder may also be liable to be debarred from bidding for NEGD tenders in future for a period of at least three years.
- 4. NEGD reserves the right to modify and amend any of the stipulated condition/criterion given in this tender, depending upon project priorities vis-à-vis urgent commitments. NEGD also reserves the right to accept/reject a bid, to cancel/abort tender process and/or reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the NEGD.
- 5. Any default by the bidders in respect of tender terms & conditions will lead to rejection of the bid & forfeiture of EMD/PBG.
- 6. The decision of NEGD arrived during the various stages of the evaluation of the bids is final & binding on all vendors. Any representation towards these shall not be entertained by NEGD. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 7. In case the empanelled vendor vendor/empanelled bidder is found in-breach of any condition(s) of tender or work order, at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 8. Any attempt by vendor/empanelled bidder to bring pressure towards NEGD's decision making process, such vendors shall be disqualified for participation in the present tender and those vendor may be liable to be debarred from bidding for NEGD tenders in future for a period of three years.
- 9. Printed/written conditions mentioned in the tender bids submitted by vendors will not be binding on NEGD.
- 10. Upon verification, evaluation/assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- 11. NEGD will not be responsible for any misinterpretation or wrong assumption by the vendor, while responding

to this tender.

Micro, Small & Medium Enterprises Development Act

- a) If a bidder falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the registration certificate must be provided to NEGD. Further, the bidder must keep NEGD informed of any change in the status of the company.
- b) Following facilities have been extended to the SSI units registered with NSIC for the products / services asked in this tender:
 - a. Issue of tender sets free of cost
 - b. Exemption from payment of earnest money
 - c. Waiver of security deposit up to the monetary limit for which the unit is registered

Limitation of Liability

Except in the case of gross negligence or willful misconduct on the part of the Vendor or on part of any person or company acting on behalf of the Vendor in carrying out the services, the Vendor, with respect to damage caused by the Vendor to end User / NEGD, shall be liable to end User / NEGD:

- (i). for any indirect or consequential loss or damage; and (ii). for any direct loss or damage, only to the extent of
- A. the total payments payable under this contract to the Vendor, or
- B. the proceeds the Vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability,

Whichever of (A) or (B) is higher, plus the PBG submitted by the Vendor.

This limitation of liability shall not affect the Vendor liability, if any, for damage to Third Parties caused by the Vendor or any person or firm / company acting on behalf of the Vendor in carrying out the work.

Indemnity

- 1. The selected bidders & their vendor(s) shall indemnify the NEGD/User departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/hardware/manpower etc. and related services or any part thereof.
- 2. NEGD/User department stand indemnified from any claims that the hired manpower / vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the work orders.
- 3. NEGD/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / vendor vendor's manpower while discharging their duty towards fulfillment of the work orders.

Labour Laws

- 1. The vendor shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws in respect of the manpower employed thereof.
- 2. Wherever necessary, the vendor shall apply for and obtain license as provided under Section 12 of Contract Labour (Regulation and Abolition) Act, 1970, and strictly comply with all the terms and conditions that the licensing authority may impose at the time of grant of license. NEGD shall not be held responsible for any breach of the license terms and conditions by the vendor.

- 3. The vendor shall be solely responsible for the payment of wages to the deployed manpower and ensure its timely payment thereof.
- 4. The vendor shall duly maintain a register giving particulars of the deployed manpower, nature of work, rate of wages, etc.
- 5. The vendor shall also ensure compliance to the following labour legislations:
 - (i) Minimum Wages Act *
 - (ii) Employees Provident Fund Act *
 - (iii) Employees State Insurance Act *
 - (iv) Workmen's Compensation Act, if the ESI Act does not apply *
 - *Applicable as per respective state
- 6. The vendor shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time shall it be the responsibility of NEGD.
- 7. The vendor shall indemnify NEGD against any liability incurred by NEGD on account of any default by the vendor or manpower deployed by it.
- 8. Neither the vendor nor his workmen can be treated as employees of NEGD for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of NEGD. The vendor or its workmen shall not at any point of time have any claim whatsoever against NEGD.
- 9. If the User Department / NEGD so recommends, a deployed resource must be replaced by the vendor within a period of 5 working days.

Termination for Insolvency

NEGD may at any time terminate the purchase order/empanelment by giving four weeks written notice to the vendor vendor/empanelled bidder, without any compensation to the vendor vendor/empanelled bidder, if the vendor vendor/empanelled bidder becomes bankrupt or otherwise insolvent.

Force Majeure

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

Termination for Default

- a) If the vendor fails to accept the Purchase Orders
- b) If the vendor fails to deliver any or all of the services within the time period(s) specified in the purchase order or during any extension thereof granted by NEGD.
- c) If the vendor fails to perform any other obligation(s) under the contract
- 1. If the vendor defaults on any of above circumstances, 10 % of the work order value will be levied as cancellation charges.

Arbitration

- i) If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit that dispute to arbitration under the Arbitration and Conciliation act 1996 as amended from time to time.
- ii) The Authority to appoint the arbitrator(s) shall be the President & CEO of National e-Governance Division.

Applicable Law

- 1. The vendor/empanelled bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- 2. All disputes in this connection shall be settled in Delhi jurisdiction only.
- 3. NEGD reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. NEGD will not be under obligation to give clarifications for doing the aforementioned.
- 4. NEGD reserves the right that the work can be allocated to any of the empanelled vendors.
- 5. NEGD also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.
- 6. NEGD, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.
- 7. NEGD also reserves the right to award work orders on quality / technical basis, which depends on quality, capability and infrastructure of the firm.
- 8. All procedure for the purchase of stores laid down in GFR and DFPR shall be adhered-to strictly by the NEGD and subordinates and Bidders are bound to respect the same.

14 ANNEXURE

The necessary Annexure are given in the following pages.

ANNEXURE 1: VALIDITY OF BIDS, RATES, ETC.

S. No.	Item	Value
1	Validity of bids	180 (one hundred and eighty) days
2	Validity of empanelment	1 (one) year
3	Extension	1 (one) year (at NEGD's option and in mutual agreement with the vendor)

ANNEXURE 2: BID SUBMISSION
a. Manual bids should be submitted as under:
 Envelope-1: One Sealed envelope superscripted "FINANCIAL BID- NEGD Open Tender no. 3(42)/2014-EG-II" in the format provided in Annexure 5: Financial Bid to be submitted due on time as mentioned in Important Dates.

${\bf ANNEXURE\,3:BIDDER'S\,SUMMARY}$

Name of Bidder			
Date of Incorporation			
Registered Office Address	s		
Authorised	Name		
Signatory Details	Designation		
	Email		
	Phone		
Details of	Name		
Contact other than Authorised	Designation		
Signatory	Email		
	Phone		
Service Tax Registration No.			
PAN			
Bidder's Total	Year	Turnover in C	rores of Rs.
Annual	2014-15		
Turnover for last three years	2013-14		
lust till ee years	2012-13		

ANNEXURE 4: Panel Formation

- 1. Financial bids of all bidder agencies will be opened.
- 2. L1 Agency shall be the one quoting the least value of (X) in the **Financial Bid**. An L1 Agency will be identified in each of the type of work defined in Annexure 5.
- 3. Accordingly list of L1, L2, L3..... will be prepared for each type of work for both regions mentioned in Annexure 5.
- 4. In order to create a panel of **Agencies**, L2, L3....in that order would be asked to match the L1 rates as quoted in **Financial Bid** of L1 in each type of work.
- 5. If L2 agrees to match the rates of the L1 Agency for a given type of integration activity, they will be included in the panel and subsequently the opportunity will be extended to L3 and so on.
- 6. In case none of the L2, L3.....agrees to match L1 rates then L1 alone shall be on the panel for that type of integration.

ANNEXURE 5:	FINANCIAL BID
Bidder's Name:	
••••••	•••••••••••••••••••••••••••••••••••••••
Bidder's Billing Address:	
•••••	

Quotation for Integration Work:

Sr. No.	Type of Integration	Region I*		Region II**	
1101	Work	Rs. (in figures)	Rs. (in words)	Rs. (in figures)	Rs. (in words)
1	Integrate a Department as an Issuer using Push URI Model				
2	Integrate a Department as an Issuer using Pull Document Model				
3	Integrate a Department as a Requestor to Fetch Document				
4	Integrate a Department for Save to Locker				

Note:

- 1. This Proforma should not contain any detailed rates otherwise the bid will be rejected.
- 2. The rates should include a 2 month support for each Integration work.
- 3. The rates must be provided for all 4 items listed in the above table.
- 4. One man month = 21 man days.
- 5. Region I includes Arunachal Pradesh, Assam, Manipur, Nagaland, Mizoram, Meghalaya, Tripura, Sikkim, Jammu and Kashmir, Andaman and Nicobar.
- 6. Region II includes the states other than the states and UTs mentioned in Region I above.

Date: Place:

Authorized Signatory Name: Designation:

Company Seal:

ANNEXURE 6: LIST OF POTENTIAL ONBOARDING AGENCIES

- 1. Universities
- 2. State Education Boards
- 3. Technical Institutions
- 4. Public and Private Banks
- **5.** Insurance Agencies
- **6.** Central Government Ministries
- **7.** State Government Departments
- 8. Municipalities
- **9.** e-District Applications
- 10. Regional Public Service Commission

ANNEXURE 7: API SPECIFICATIONS

1. Integrate a Department as an Issuer using Push URI Model:

The API specification for Push URI Model is available as "DigiLocker Dedicated Repository (Push) API Specification for Issuers" document in DigiLocker Resource Center on DigiLocker website at — https://digitallocker.gov.in/assets/img/DigiLocker-Dedicated-Repository-(Push)-API-Specification-v1-5.pdf

2. Integrate a Department as an Issuer using Pull Document Model:

The API specification for Pull Document Model is available as "DigiLocker Pull API Specification for Issuers" document in DigiLocker Resource Center on DigiLocker website at – https://digitallocker.gov.in/assets/img/DigiLocker-Pull-API-Specification-v1%200-1.pdf

3. Integrate a Department as a Requestor to Fetch Document:

The API specification to Fetch a document as a Requestor is available as "Requester API for Registered Requesters" document in DigiLocker Resource Center on DigiLocker website at – https://digitallocker.gov.in/assets/img/DigiLocker-Requester-API-Specification-v1-o.pdf

4. Integrate a Department for Save to Locker:

The API specification for Save to Locker feature is available as "DigiLocker Save to Locker API Specification" document in DigiLocker Resource Center on DigiLocker website at — https://digitallocker.gov.in/assets/img/DigiLocker-Save-To-Locker-API-Specification-v1.o.pdf