

**Release of response to clarifications for selection of district service provider(s) for
establishment / operations of common service centers/ jan suvidha kendra in 30 districts of
Uttar Pradesh**

Sr. No.	Company Name	Para Page No	RFP Clause details	Remark / Proposed Amendment	CeG Remarks
1	Enquirer 1	Pg-7 Para 1.6 (a)	<p style="text-align: center;">DSP shall establish/contract/Register minimum one Jan Seva Kendra per 10,000 urban populations in the urban area. Maximum no. of Urban CSCs should not be more than one Jan Seva Kendra per 5,000 urban populations but the upper limit may be relaxed as per decision taken by DeGS/CeG. The distance between the two centers must not be less than 1 Km and the maximum distance should not be more than 2 Kms.</p>	<p>What will happened to Lokwani centers already operational in Urban, Semi Urban and Rural areas in district by DeGS.</p>	<p>The Lokvani centres shall continue to operate till the end of their last contracted period with DeGS.</p>
				<p>Details of District wise Urban population size with tentative no. of urban outlets required from CeG/DEGS to work out bid proposal.</p>	<p>The no. of centres in urban areas shall be decided by the selected DSP in consultation with DeGS.</p>
				<p>City like Agra is thickly populated. Hence, to cover the population benchmark, DSP would be required to set up CSCs where maintaining the minimum distance of 1 KM may not be feasible.</p>	<p>The no. of centres in urban areas shall be decided by the selected DSP in consultation with DeGS.</p>

2	ENQUIRER 1	Pg-8 Para 1.6 (e)	<p>The DSP would select such Computer Centers / Cyber Cafe owners and other entrepreneur in IT related business only in urban and rural areas of the District who fulfill the basic infrastructure requirement for provision of G2C and B2C Services to the citizens. DSP shall give preference to the existing Jan Seva Kendra / Lokvani Kendra Owner while signing the contract within 90 days of agreement signing with DeGS. DSP has to ensure that Centers Owner should have a minimum one computer set with broadband connection and antivirus installed multifunction printer (photocopier, scanner and printer), web-cam, a wardrobe to store the hard copies / documents received from the citizens etc.</p>	<p>Broadband connection is subject to availability by telecom service providers. Should be allowed to use available resource of Internet connectivity where broad band connection is not available.</p>	Accepted
3	ENQUIRER 1	Pg-8 Para 1.6 (f)	<p>DSP shall establish one office at each District with minimum 3 resources (manpower).</p>	<p>Given resource requirement is not applicable of all districts because of less CSC mandate & business requirement in the district. Conditions should be relaxed where population is below 20 Lakhs.</p> <p>With respect to the office in each district, we will request to DEGS/District Admin/CeG/GoUP to provide the Sitting for DSP team on free of cost basis for execution, monitoring, maintenance and record keeping at district level.</p>	<p>RFP Prevails.</p> <p>RFP Prevails.</p>

4	ENQUIRER 1	Pg-8 Para 1.8 (b)	Minimum education qualification of the Centre Owner should be a 12th pass from any recognized board.	In case of existing CSC this condition will not be applicable as the qualification of center owner might be 10th pass as per previous selection criteria.	Accepted
5	ENQUIRER 1	Pg-10 Para 1.9.2 (II)	Security deposits for Centre Infrastructure and Franchisee Fee: In case, business model of DSP envisages any security deposits (in form of Bank guarantee/Demand draft etc) to be made by Centre Owner, It needs to be communicated to the DeGS. This security deposit must be refundable within 3 months, after the completion/ termination of the DSP - Centre Owner contract as per the terms of the contract.	Security deposits for Centre Infrastructure and Franchisee Fee Refundable/ Non-Refundable will be taken care by the DSP as per agreement signed between DSP & Center owner.	RFP Prevails.
6	ENQUIRER 1	Pg-10 Para 1.9.2 (V)	While terminating the Centre owner, DSP shall take the prior permission of the District Magistrate/ District e-Governance Society.	DSP shall have rights to Hold/Terminate center owner services if found guilty for non-adherence of the conditions of the agreement/guideline in line to the right sprit of the project.	While terminating the Centre owner, DSP shall take the prior permission of the District Magistrate/ District e-Governance Society. If the permission is not granted by the DeGS within 7 working days then it will be deemed that the DeGS has no objection to the termination of the contract with the center owner.

7	ENQUIRER 1	Pg-10 Para 1.9.2 (f)	Adherence to Service Level Metrics: DSPs are expected to ensure strict observance of Service Level Metrics laid out in this RFP document. The DSP shall ensure that the Centre Owner keeps a citizen charter / GOs of the complete list of services available at the Centre, time taken for delivery and pricing of the various services prominently.	In the event that DSP fails to achieve agreed Service Levels due to delay from the Issuing Authority, Department, Service delivery portal, force measure conditions DSP would not be liable for any liquidated damages.	RFP Prevails.
8	ENQUIRER 1	Pg-10 Para 1.9.2 (c)	Location of Centers: DSP will take a prior approval from DeGS regarding locations of the centers to be opened. DeGS will decide on the number of Centers to be opened in the Urban areas of the district based on the population and requirement in the District.	It is suggested that DeGS should provide the number of centers to be opened along with area code before signing the MSA as per the guidelines given in RFP	RFP Prevails.
9	ENQUIRER 1	PG-30 4.7 Exhibit 2: Liquidated damages	25% of allotted centers should be operationalised in every quarter. For every delayed Centre penalty to be imposed Rs 200 per month per centre	The penalty clause should be relaxed (to Rs.50/-)as the target has increased significantly. Earlier the mandate was one csc per six villages and now it is one CSC in every two villages.	RFP Prevails.
10	ENQUIRER 1	PG 12 2.2.3 (II)	The bidders shall have to pay a Non Refundable tender fee of Rs 5000 (Five Thousand Only) per District being bid by them, through Demand Draft or Banker's Cheque payable in favor of the Center For e-Governance, Uttar Pradesh.	As only one bid will be submitted for all the districts the relaxation in tender fees will be given and the tender fee should be Rs.5000/ only.	RFP Prevails.

11	ENQUIRER 1	PG 1.4	Critical Information	<p>The most of schedule dates are coming on holidays.</p> <p>1. Last date for submission of written queries for clarifications 27-10-2015 (Holiday due to Vishkarma Pooja)</p> <p>2. Release of response to clarifications 31-10-2015</p> <p>3. Last date and time for receipt of Bids 10-11-2015 (Long Holidays due to Diwali and 2nd Saturday)</p> <p>4. Place, Date and Time of opening of Financial Bids 25-11-2015 (Holiday due to Gurnanak Jayanti & Kartik Pornima) (Seven days relaxation in submission of bid application should be given.)</p>	RFP Prevails.
12	ENQUIRER 1		Point to be added	<p>Applicant/Firm should not be associated with CSC project in the state as part or Member of State/District Governing Council/ Apex committee/ e-Mission Team/ Project e-Mission Team/ Monitoring/ Advisory Board/ Committee/ SPV in the National/State/ Project/ DEGS</p>	RFP Prevails.
13	ENQUIRER 2	Pg 5- 1.3 RFP Notice	A bidder may apply for any number of Districts as per his choice but the total number of Districts allotted to any successful bidder shall be restricted to not more than 25 Districts.	<ul style="list-style-type: none"> To be allowed in 30 Districts in the state 	RFP Prevails.

14	ENQUIRER 2	Pg 6 - 1.3 RFP Notice ©	All Bid documents must be accompanied by a non-refundable tender fee of Rs. 5000 per District being applied by the bidder in the form of DD in favour of Center For e-Governance, Uttar Pradesh.	<ul style="list-style-type: none"> As per the RFP title "Selection of DSP for establishment/operations of Common service center /Jan Suvidha kendra in 30 district of Uttar Pradesh", Since there is one tender document for 30 districts, Hence cost of document should be Rs. 5000/- only. 	RFP Prevails.
15	ENQUIRER 2	Pg 6- 1.4 Critical Information	Last date and time for receipt of Bids & Priority List as 10-Nov-2015	<ul style="list-style-type: none"> Local, Bank & Treasury holiday on 10 Nov To be changed after Dipawali holidays on 17 or 18th Nov-2015 Revised Date & Time Schedule to be provided Place & Time to be specified for Bid Submission. 	RFP Prevails.
16	ENQUIRER 2	Pg 6- 1.4 Critical Information	Place, Date and Time of opening of Technical Bids as 18-11-2015	<ul style="list-style-type: none"> Revised Date & Time Schedule required for Technical Bid opening 	RFP Prevails.
17	ENQUIRER 2	Pg 6- 1.4 Critical Information	Place, Date and Time of opening of Financial Bids as 25th Nov 2015	<ul style="list-style-type: none"> 25 Nov 2015 is holiday against Gurunananak Jayanti /Kartik Purnima Revised Date & Time Schedule required for Financial Bid opening 	RFP Prevails., next working day as stated in RFP
18	ENQUIRER 2	Pg 7 - 1.6 Scope of Work (a)	DSP shall establish/contract/Register minimum one Jan Seva Kendra per 10,000 urban population in the Urban area. Maximum no. of Urban CSCs should not be more than one Jan Seva Kendra per 5,000 urban population but the upper limit may be relaxed as per decision taken by DeGS/CeG. The distance between the two centers must not be less than 1 Km	<ul style="list-style-type: none"> Request to CeG for providing following information. 	The no. of centres in urban areas shall be decided by the selected DSP in consultation with DeGS.

			and the maximum distance should not be more than 2 Kms.	<ul style="list-style-type: none"> • Number of CSC to be deployed in Rural & Urban locations to be defined to analyse & workout bid proposal. • CSC number & deployment criteria to be relaxed as In most of the cases Town limit is max 2 Km & city limit is 4 to 5 KM & Number of House Hold covered by the CSC Location, so criteria for implementation to be relaxed. 	
19	ENQUIRER 2	Pg 7 - 1.6 Scope of Work (b)	In the case of Rural CSCs the DSP shall take over/maintain the existing centers within a period of 90 days from the date of signing of the MSA with DeGS. The minimum number of centers to be established/contract/Register in the rural area shall be half of the total no. of Gram panchayat which is given in the Annexure D. The objective of the scheme is to have minimum one Common Service Center in every Gram Panchayat in the rural areas. The initial target shall be to have at least one CSC between two Gram Panchayats by the end of the first year after signing of the MSA. Thereafter the target shall be to have at least one CSC in every Gram Panchayat.	<ul style="list-style-type: none"> • In the case of Rural/Urban CSCs, Lokvani centers the DSP shall take over/maintain the interested center operators after completion of prerequisite Terms & condition of DSP within a period of 90 days from the date of signing of the MSA with DeGS. The minimum number of centers to be established/contract /Register in the rural area shall be half of the total no. of Gram panchayat which is given in the Annexure D. The objective of the scheme is to have minimum one Common Service Center in every Gram Panchayat in the rural areas. The initial target shall be to have at least one CSC between two Gram Panchayats by the end of the first year after signing of the MSA. Thereafter the target shall be to have at least one CSC in every Gram Panchayat. 	RFP Prevails

20	ENQUIRER 2	Pg 7- 1.6 Scope of Work (e)	<p>The DSP would select such Computer Centres / Cyber Cafe owners and other enterpreneur in IT related business only in urban and rural areas of the District who fulfill the basic infrastructure requirement for provision of G2C and B2C Services to the citizens. DSP shall give preference to the exisiting Jan Seva Kendra / Lokvani Kendra Owner while signing the contract within 90 days of agreement signing with DeGS. DSP has to ensure that Centres Owner should have a minimum one computer set with broadband connection and antivirus installed, multifunction printer (photocopier, scanner and printer), web-cam, a wardrobe to store the hard copies / documents received from the citizens etc.</p>	<ul style="list-style-type: none"> • Condition of enterpreneur in IT related business only to be relaxed & amended with interested Entrepreneur in CSC. 	RFP Prevails
				<ul style="list-style-type: none"> • Broadband connectivity is not available in all places & it should be amended with subject to availability from Service Provider. 	Accepted
21	ENQUIRER 2	Pg 8- 1.6 Scope of Work (f)	<p>DSP shall establish one office at each District with minimum 3 resources (manpower).</p>	<ul style="list-style-type: none"> • we will request to CEG/DEGS GoUP for providing office space in district office to DSP on free of cost basis for managing CSC rollout & field operation in the district. 	RFP Prevails

22	ENQUIRER 2	Pg 8-1.6 Scope of Work (i)	<p>DSP could add private domain services other than Government Domain services to service basket for the sustainability of the model. However, the same should be in conformity with guidelines issued by District Administration / District e-Governance Society from time to time. DSP or its authorized Centre owner would be accountable for rendering these services. DSP shall ensure the delivery of B2C services from the Centres for making the centres financially viable.</p>	<ul style="list-style-type: none"> Needs to be amended & relaxed with respect to delivery of B2B, B2C services 	RFP Prevails
23	ENQUIRER 2	Pg 8-1.8 Centre Owner Selection Criteria	<p>Minimum education qualification of the Centre Owner should be a 12th pass from any recognized board.</p>	<ul style="list-style-type: none"> In case of existing CSC this condition is not applicable as per previous selection criteria in that center owner qualification is 10th Pass. 	Accepted
24	ENQUIRER 2	<p>Pg 10- 1.9.2 Key Guidelines</p> <p>(II) Security deposits for Centre Infrastructure and Franchisee Fee:</p>	<p>In case, business model of DSP envisages any security deposits (in form of Bank guarantee/Demand draft etc) to be made by Centre Owner, It needs to be communicated to the DeGS. This security deposit must be refundable within 3 months, after the completion/ termination of the DSP - Centre Owner contract as per the terms of the contract.</p>	<ul style="list-style-type: none"> Security deposit for Centre infrastructure and franchise fee will be decided and taken care by DSP as per agreement signed between DSP and Center owner. 	RFP Prevails

25	ENQUIRER 2	Pg 10-1.9.2 Key Guidelines	While terminating the Centre owner, DSP shall take the prior permission of the District Magistrate/ District e-Governance Society.	<ul style="list-style-type: none"> • DSP shall have rights to Suspend/Block/Terminate centre owner if found guilty for non-adherence of conditions of the agreement/guidelines issued inline to the right sprit of the project. 	While terminating the Centre owner, DSP shall take the prior permission of the District Magistrate/ District e-Governance Society. If the permission is not granted by the DeGS within 7 working days then it will be deemed that the DeGS has no objection to the termination of the contract with the center owner.
26	ENQUIRER 2	Pg 10-1.9.2 Key Guidelines (g)	The DSP will obtain all applicable statutory clearances for providing all G2C and B2C services at the Centres.	<ul style="list-style-type: none"> • Needs to be relaxed for B2C, B2B services provided Online or Offline mechanism. 	RFP Prevails

27	ENQUIRER 2	Pg 11-2.1 General Terms & Conditions of RFP (b)	The selection of the DSP will be for a period of 4 Years from the date of signing of contract. Before issue of Work Order, the DSP shall submit a single security in the form of Fixed Deposit or Performance Bank Guarantee (Annexure - Form 4) in favour of District e-Governance Society, valid until 4 years and six months. However the PBG of the bank's own approved format will also accepted upon due verification by DeGS/CeG. The performance bank guarantee shall be Rs.25,00,000/-(Twenty Five Lacs Only) per district.	<ul style="list-style-type: none"> • Amount of PBG to be relaxed in those districts where population & CSC count is less. 	RFP Prevails
28	ENQUIRER 2	Pg 11-2.2.1 General Criteria (a)	The Applicant should be a registered company/Partnership firm/LLP/society (as defined in related Act).	<ul style="list-style-type: none"> • The Applicant should be a registered company/Partnership firm/LLP/society (as defined in related Act) and should not be associated with CSC project in the State as part or Member of State/District Governing Council/ Apex Committee/ e Mission Team/Monitoring/Advisory Board/SPV at National/State/District level. 	RFP Prevails
29	ENQUIRER 2	Pg 11-2.2.1 General Criteria (b)	The Applicant should have completed at least 3 Complete Financial years of existence since its inception as per certificate of incorporation/registration.	<ul style="list-style-type: none"> • Should be amended as • The Applicant should have completed at least 3 Complete Financial years of existence since its inception as per certificate of incorporation/registration and having office in the Uttar Pradesh. 	RFP Prevails

30	ENQUIRER 2	Pg 11-2.2.2 Financial Criteria	<p>Annual Turnover of the applicant averaged over the last 3 Financial years must be at least Rupees 3 Crore for bidding in one district. The bidder is free to bid for any number of Districts in the State but at the time of allotment of District to the successful bidder the average turnover of the bidder should be minimum Rs.3 Crore per District. For Example If the bidder has applied for 6 Districts and is declared successful in 4 Districts then the average turnover over the last three Financial Years of the Bidder must be a minimum of Rs.12.0 Crore (Rs. 3 Crore X 4 Districts).</p>	<ul style="list-style-type: none"> • Networth Clause to be added to safeguard the DEGS/CEG/CSC network & needs to be amended as, • Annual Turnover of the applicant averaged over the last 3 Financial years must be at least Rupees 3 Crore & networth of 3 Crore for bidding in one district. The bidder is free to bid for any number of Districts in the State but at the time of allotment of District to the successful bidder the average turnover & Networth of the bidder should be minimum Rs.3 Crore per District. For Example If the bidder has applied for 6 Districts and is declared successful in 4 Districts then the average turnover over the last three Financial Years & Network of the Bidder must be a minimum of Rs.12.0 Crore (Rs. 3 Crore X 4 Districts). 	RFP Prevails
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31	ENQUIRER 2	Pg 12-2.2.3 Cost of Bidding (ii)	This RFP document is available on the website “ http://ceg.up.nic.in ” or “ http://infotech.up.nic.in ” to enable the bidders to view and download the bidding document. The bidders shall have to pay a Non Refundable tender fee of Rs 5000 (Five Thousand Only)per District being bid by them, through Demand Draft or Banker’s Cheque payable in favor of the Center For e-Governance, Uttar Pradesh.	<ul style="list-style-type: none"> As per the RFP titled “Selection of DSP for establishment/operations of Common service center /Jan Suvidha kendra in 30 district of Uttar Pradesh”, Since there is one tender document for 30 districts, Hence cost of document should be Rs. 5000/- only. 	RFP Prevails
32	ENQUIRER 2	Pg 12-2.2.3 Cost of Bidding (iii)	The Bidder shall submit, along with their bids, Earnest Money Deposit of Rs 3,00,000/- (Three Lacs Only) per District being bid by them, through Bank Guarantee issued by any Scheduled/nationalized bank in favor of the Center For e-Governance, Uttar Pradesh that should have validity of 9 months from the due date of the RFP. The due date shall be the date of actual Financial bid opening by the CeG.	<ul style="list-style-type: none"> Clarification require on the following items <hr/> <ul style="list-style-type: none"> validity start date Bid Due date or Actual Financial Bid Opening date. 	RFP Prevails
33	ENQUIRER 2	Pg 13-Period of validity of Bid (a)	Bids shall remain valid for 180 days after the date of Financial bid opening prescribed by CeG. A bid valid for a shorter period shall be rejected by CeG as nonresponsive.	<ul style="list-style-type: none"> BG validity is 9 month from Bid Due date / Actual Financial Bid Opening date . <hr/> <ul style="list-style-type: none"> Please clarify on Bid validity period requirement. 	RFP Prevails

34	ENQUIRER 2	Pg 17-2.2.6. Award of Contract and Other Conditions	The bidder is free to bid for any number of offered districts but the total number of districts allotted to any successful bidder shall be restricted to not more than 25 Districts across the State.	<ul style="list-style-type: none"> • To be allowed for 30 Districts (20+10) in place of 25 district only. 	RFP Prevails
35	ENQUIRER 2	Pg 18-Turnover Restriction	The turnover of the bidder shall be a restricting criteria for the final allotment of the district to the successful bidder. The CeG shall verify that the bidder has a minimum average turnover of 3 Crores in the last three financial years per district to be finally allotted to him.	<ul style="list-style-type: none"> • The turnover of the bidder shall be a restricting criteria for the final allotment of the district to the successful bidder. The CeG shall verify that the bidder has a minimum average turnover of 3 Crores in the last three financial years with Networth of 3Crores per district to be finally allotted to him. 	RFP Prevails
36	ENQUIRER 2	Pg 21-3.3 District Service provider	Scouting for entrepreneurs: The DSP would scout for Centre. It is important that the right Centre owner is selected through an appropriate selection process. The DSP will need to sign a legal agreement with the Centre owners clearly delineating their respective roles, responsibilities, and commercial terms including security to be deposited by Centre owners with the DSP, tie-ups, Service-Level liabilities etc.	<ul style="list-style-type: none"> • Following condition to be relaxed / deleted 	RFP Prevails

		(a) Scouting for entrepreneurs	The agreement, amongst others, will also provide the provisions to be applicable in case of termination of the contract between DSP and Centre owners, replacement of Centre owners, refund of security etc. The DSP would be responsible for maintaining documents and database of information related to the Centre owners. Prior to commencement of the operations, DSP will submit a certified copy of the legal document (agreement) duly signed with each of the Centre owners to DeGS.	<ul style="list-style-type: none"> DSP will submit a certified copy of the legal document (agreement) duly signed with each of the Centre owners to DeGS. 	RFP Prevails
37	ENQUIRER 2	Pg 29- The DSP will be required to establish and operationalize Centres as per the target set by DeGS in 3 months time from signing of MSA. (Centre will be deemed to be operational only after being certified by DeGS or its nominated agencies).	A Liquidated Damages of Rs.5 per day per Centre for each of the Centres whose rollout has been delayed.	<ul style="list-style-type: none"> Given condition is conflicting with Point 4.7 Exhibit 2: Liquidated damages against Rollout 	RFP Prevails

					RFP Prevails
38	ENQUIRER 2	<p>Pg 29- Inoperability of Centres in offering Government Services: A Centre needs to offer available Government Services throughout the year except on the Holidays. A Centre will be deemed inoperable if it is not offering available Government Services for a continuous period of 7 days, or more than a cumulative period of ten days in a month except in cases of force majeure.</p>	Rs.100 per Centre per week.	<ul style="list-style-type: none"> To be modified as Rs. 100/-per month 	
				<ul style="list-style-type: none"> Penalty will be recovered from center Owner. 	RFP Prevails
				<ul style="list-style-type: none"> DSP shall have rights to terminate/replace center owner if not performing for more than 30 days. 	RFP Prevails
39	ENQUIRER 2	Pg 30- Exhibit 2	For every delayed Centre penalty to be imposed Rs 200 per month per centre	<ul style="list-style-type: none"> Request to modify as For every delayed Centre penalty to be imposed Rs 50 per month per centre 	RFP Prevails

40	Enquirer 3	2.2.5 on Page 15 of RFP (Evaluation Criteria no. 1) read with 2.2.6 on Page 17 of RFP (Process in Case of Tie)	<p>Experience in implementing Common Service Centres/Lokvani Centres in various States • More than 2 States = 20 Points</p> <ul style="list-style-type: none"> • 1 to 2 States = 15 Points 	<p>Observation: Our submission is that this particular clause of “Evaluation Criteria” read with Clause related to “Process in Case of Tie” makes this Bid restrictive and biased in favour of few selected companies who are having experience in implementing Common Service Center project in more than one state.</p> <p>It is learnt that due to this particular clause, a good number of potential bidders could not participate in last bid for 45 Districts. The reason was that even after being declared H1, but having Tie with other bidders, they would have lost in Technical evaluation itself due to Evaluation Criteria 1 giving 20 marks to companies having experience in more than 2 States. For such companies having a rich experience in one State there was no point in participating in the bid and making huge amount of EMD stuck with the Government without the chance of having a fair play. This made the last bid one sided and favourable only for 2-3 companies. Thus, in most of the districts Government was forced to award the contract on Single qualifying Bid or at the maximum Two qualifying bids in some districts.</p>	<p>Evaluation of Technical Bids, in the evaluation criteria (1)</p> <p>"Experience in implementing Common Service Centres/Lokvani Centres in various States" Score parameter has been changed and replaced by</p> <ul style="list-style-type: none"> • upto 100 CSCs = 0 Points • 101 to 500 CSCs = 10 Points • 501 to 2000 CSCs = 15 Points • 2001 and above CSCs = 20 Points
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				<p>Request / Suggestion : We request the Government to review this clause and make it more inclusive in a way that it encourages fair competition by ensuring participation of more and more bidders unlike the last bid for 45 districts in which only 1 or 2 companies only could participate and Win.</p>	
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41	Enquirer 3	1.9.2 (b) (v) on Page 10 of RFP	While terminating the Centre owner, DSP shall take the prior permission of the District Magistrate/ District e-Governance Society.	<p>Observation: Our submission is that this may not be practical scenario in which the DSP has to seek permission from DeGS in each and every act including Termination of Center Owner.</p> <p>Request/ Suggestion : The DSPs may only be obligated to inform in writing to the DeGS, including the reason of termination, whenever a Center Owner is terminated.</p>	While terminating the Centre owner, DSP shall take the prior permission of the District Magistrate/ District e-Governance Society. If the permission is not granted by the DeGS within 7 working days then it will be deemed that the DeGS has no objection to the termination of the contract with the center owner.
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1.9.2 (c) on Page 10 of the RFP (Location of Centers)

DSP will take a prior approval from DeGS regarding locations of the centres to be opened.

DeGS will decide on the number of Centres to be opened in the Urban areas of the district based on the population and requirement in the District.

Observation: Our submission is that taking prior approval from DeGS regarding location of the Centers to be opened have a great potential of delaying the rollout process and may prove out to be a complicated task for the DSPs. Also the number of Urban centers is to be decided by the District Administration later and informed to the DSPs. Request / Suggestion : As the number of GPs in each Block is already predefined and DSP have to open initially 1 CSC between 2 GPs, it automatically defines the number of CSCs to be established in each Block but the onus of deciding the location of the CSC should be left on the DSP. It may be a good idea to predefine the number of Urban Centers also in the Bid so that the DSPs have the clarity of the same and seeking details later from the DeGS regarding number of CSCs to be opened may not become a hurdle in timely rollout.

Enquirer 3

43	Enquirer 3	3.3 (a) on Page 22 of the RFP (The responsibilities of the DSP - Scouting for entrepreneurs:	Prior to commencement of the operations, DSP will submit a certified copy of the legal document (agreement) duly signed with each of the Centre owners to DeGS.	Observation: Our submission is that it will not be physically possible to submit the certified copy of Agreement signed with each and every Center owner. Otherwise also, the relationship between the DSP and the Center owner is an affair to be managed between the two parties under agreement. Request/ Suggestion : You may please ask the DSP to submit a draft of the Agreement that will be signed between the DSP and the Center Owners.	RFP Prevails
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44	Enquirer 3	4.6 (Exhibit 1) Sl no. 1 on Page 29	The DSP will be required to establish and operationalize Centres as per the target set by DeGS in 3 months time from signing of MSA. (Centre will be deemed to be operational only after being certified by DeGS or its nominated agencies).	<p>Observation: This clause has a conflict with Clause 4.7 related to Liquidated Damages.</p> <p>Our submission is that as per the Earlier RFP for 45 districts the DSPs were required to establish 1 CSC in 6 Villages in 3 months but Now DSPs are required to establish 1 CSC in 2 GPs which means almost 2.5 to 3 times number of CSC s to be rolled out in duration of 3 months.</p> <p>Request/ Suggestion : DeGS should not have any discretion in setting up of the Target. The target should be known to the DSPs at the time of signing of the MSA.</p> <p>For the purpose of deciding the timeline for establishing and operationalizing the CSCs Clause no. 4.7 must prevail.</p>	RFP Prevails
45	Enquirer 3	4.6 (Exhibit 1) Sl no. 1 on Page 29	A Liquidated Damages of Rs.5 per day per Centre for each of the Centres whose rollout has been delayed.	<p>Observation: Our submission is that the liquidated damages mentioned in the Clause 4.7 sound more logical.</p> <p>Request/ Suggestion : For the purpose of calculating the Liquidated Damages Clause no. 4.7 must prevail.</p> <p>Also, the total amount of Liquidated Damages must not be more than the PBG submitted by the DSPs.</p>	RFP Prevails

46	Enquirer 3	4.6 (Exhibit 2) Liquidated Damages on Page 30	For every delayed Centre penalty to be imposed Rs 200 per month per centre	<p>Observation: Our submission is that even though liquidated damages mentioned in the Clause 4.7 sound more logical but Rs 200/- per month per centre is on the higher side.</p> <p>Request/ Suggestion : For the purpose of calculating the Liquidated Damages under Clause no. 4.7 penalty to be imposed should not be more than Rs 100 per month per center.</p> <p>Also, the total amount of Liquidated Damages must not be more than the PBG submitted by the DSPs.</p>	RFP Prevails
47	ENQUIRER 4	Additional		Kindly allow consortium for bidding	RFP Prevails
48	ENQUIRER 4	Additional		Kindly allow MSME or NSIC certificate for EMD and BG as per the government order	RFP Prevails
49	Enquirer 5	Additional		Please confirm whether consortium is allowed?	RFP Prevails
50	Enquirer 5	Pg 7 - Clause C	DSP would host applications in the Centralized Data Center and applications via the internet.	Whether application hosting will be carried out in Data Center mandated by DeGS or DSP's preferred Data Center?	Application shall be hosted at the DSPs preferred data centre
51	Enquirer 5	Pg 8 - Clause D	DSP shall give preference to the existing Jan Seva Kendra / Lokvani Kendra Owner while signing the contract within 90 days of agreement signing with DeGS.	Is this a mandate on DSP to sign a contract with existing Seva Kendra / Lokvani Kendra Owners?	Preference should be given to the existing Jan Seva Kendra/Lokvani Kendra owner on the terms specified by DSP

52	Enquirer 5	Pg 22 - Clause I	Maintenance of Prepaid Wallet with the CeG	Whether settlement will happen on the same Day or 'Transaction Day +1'	On the same date
53	Enquirer 5	Additional		Any specific settlement mandate / process?	None
54	Enquirer 5	Pg 35 - 4.1	Revenue sharing	Please confirm that DeGS are expecting additional revenue share on top of the fixed DeGS share as mentioned earlier in the table (Page 5)	Yes, Confirmed
55	Enquirer 5	Additional	Number of Transactions	Request you to confirm on "Minimum Guaranteed Transactions (MGT)", as the commercial bid will be completely dependent on MGT.	There are no MGT
				Kindly also share the previous year district wise transaction data.	Can be obtained from ceG on written request
56	Enquirer 5	Pg 8 - 1.7	b. The DSP will ensure regular interaction with the District Administration/DeGS every as instructed by district administration/DeGS to update them about the progress in the roll out of Centres and other issues and challenges faced in the roll out.	The timeframe of interaction is missing - post word "every ____ ". Please confirm the same.	"Every" deleted
57	Enquirer 5	Pg 9 - 1.9.1	Scheme Rollout Period	Please provide roll-out plan. As it will help in understanding urgency and financial commitments expected from Bidder.	As per RFP
58	Enquirer 5	Pg 22 - Point g	B2C Service	Will DSP required to share the transaction fee/ convenience charge with DeGS for the B2C services that DSP brings in	No
59	Enquirer 5	Pg 22 - Point i	Maintenance of Prepaid Wallet with the CeG	Please explain how will the DeGs share will be deducted from SBI bank account (prepaid balance) Will it be real time basis or batch process	On Real time basis, detailed process can be discussed with CeG

60	Enquirer 5	Pg 29 - Point 2	Inoperability of Centres in offering Government Services	Please elaborate the process of determining whether centre operational or not?	No. of G2C transactions emanating from the center can be obtained online
61	Enquirer 5	Pg 19 - Point b	Termination / Suspension of Selection	Please elaborate on "degraded performance" / parameters to judge the same.	RFP Prevails
			b. DeGS may at any time terminate the contract for its convenience due to degraded performance of assigned work or due to false information provided by DSP.		
62	Enquirer 5	Pg 13 - Clause No. 2.2.4.a	Bids shall remain valid for 180 days after the date of Financial bid opening prescribed by CeG. A bid valid for a shorter period shall be rejected by CeG as nonresponsive	Recommended to consider bid validity period for 90 days from the last date of bid submission	RFP Prevails
63	Enquirer 5	Pg 20 - Clause No.g	In case of Dispute in the Final selection of DSPs at the CeG level the matter would be referred to the Committee headed by the Chairman CeG whose decision shall be binding on all the parties.	Recommended to appointment of independent Arbitrator with mutual consent of both the parties	RFP Prevails
64	Enquirer 5	Pg 30 - Clause No.4.7		Recommended modification as under :	RFP Prevails
			Quarter 1-No. of Centres to be operationalized: 25% - For every delayed Centre penalty to be imposed Rs 200 per month per centre	Quarter 1-No. of Centres to be operationalized: 25% - For every delayed Centre penalty to be imposed Rs 100 per month per centre	
			Quarter 2-No. of Centres to be operationalized: 25% - For every delayed Centre penalty to be imposed Rs 200 per month per centre	Quarter 2-No. of Centres to be operationalized: 25% - For every delayed Centre penalty to be imposed Rs 100 per month per centre	
			Quarter 3-No. of Centres to be operationalized: 25% - For every delayed Centre penalty to be imposed Rs 200 per month per centre	Quarter 3-No. of Centres to be operationalized: 25% - For every delayed Centre penalty to be imposed Rs 100 per month per centre	

			Quarter 4-No. of Centres to be operationalized: 25% - For every delayed Centre penalty to be imposed Rs 200 per month per centre	Quarter 4-No. of Centres to be operationalized: 25% - For every delayed Centre penalty to be imposed Rs 100 per month per centre	
65	Enquirer 5	Additional	Service Tax	Rates mentioned in Price bid format is inclusive or exclusive service tax, requested for clarification on the same.	Rates mentioned are all inclusive
66	Enquirer 5	Pg 12 - Clause No.2.2.3 (iii)	The Bidder shall submit, along with their bids, Earnest Money Deposit of Rs 3,00,000/- (Three Lacs Only) per District being bid by them, through Bank Guarantee issued by any Scheduled/nationalized bank in favor of the Center For e-Governance, Uttar Pradesh that should have validity of 9 months from the due date of the RFP. The due date shall be the date of actual Financial bid opening by the CeG.	Recommended to consider EMD Amount Rs 1,00,000/ per district.	RFP Prevails
67	Enquirer 5	Pg 11 - Clause No.2.1,b (iii)	The selection of the DSP will be for a period of 4 Years from the date of signing of contract. Before issue of Work Order, the DSP shall submit a single security in the form of Fixed Deposit or Performance Bank Guarantee (Annexure - Form 4) in favour of District e-Governance Society, valid until 4 years and six months. However the PBG of the bank's own approved format will also accepted upon due verification by DeGS/CeG. The performance bank guarantee shall be Rs.25,00,000/- (Twenty Five Lacs Only) per district.	Recommended to reduce PBG up to Rs.10,00,000/- on yearly basis and same shall be renew year on year basis.	RFP Prevails

68	Enquirer 6	Clause 2.2 Eligibility and Evaluation Criteria		<p>In clause 2.2.1 (d) (General Criteria) it is mentioned that the Applicant should have experience in implementing IT/e-Governance projects having direct interface with citizens/Govt. agencies/PSUs/Government Undertakings.</p> <p>But in Clause 2.2.5 (Technical Evaluation) the scope for the firms participating in the bid has been further narrowed down as 20 Points are being awarded to the firms having Experience in implementing Common Service Centers /Lokvani Centers in More than 2 States whereas those companies having experience in implementing Common Service Centers /Lokvani Centers in 1 to 2 States are being awarded only 15 Points.</p> <p>As per our knowledge there are not more than 3-4 such companies in India who are having experience in implementing Common Service Centers /Lokvani Centers in 2 or more than two states.</p> <p>On the other hand this is also a fact that there are a few companies that are working in 2 or more than 2 States but their total number of Centers (CSCs) is very small (in some cases it may be even lesser than 800 CSCs). Thus, just operating in 2 states or more than two states should not be the parameter to judge the experience.</p>	<p>Changed as per point no. 40 above</p>
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69	Enquirer 7	Clause 2.2 Eligibility and Evaluation Criteria		<p>In clause 2.2.1 (d) (General Criteria) it is mentioned that the Applicant should have experience in implementing IT/e-Governance projects having direct interface with citizens/Govt. agencies/PSUs/Government Undertakings.</p> <p>But in Clause 2.2.5 (Technical Evaluation) the scope for the firms participating in the bid has been further narrowed down as 20 Points are being awarded to the firms having Experience in implementing Common Service Centers /Lokvani Centers in More than 2 States whereas those companies having experience in implementing Common Service Centers /Lokvani Centers in 1 to 2 States are being awarded only 15 Points.</p> <p>As per our knowledge there are not more than 3-4 such companies in India who are having experience in implementing Common Service Centers /Lokvani Centers in 2 or more than two states.</p> <p>On the other hand this is also a fact that there are a few companies that are working in 2 or more than 2 States but their total number of Centers (CSCs) is very small (in some cases it may be even lesser than 800 CSCs). Thus, just operating in 2 states or more than two states should not be the parameter to judge the experience.</p>	<p>Changed as per point no. 40 above</p>
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