Request for Proposal

For

"Technical Support and Handholding of USOF Website and Application Software"

RFP Number: 30-26/2019-USOF/Manpower Agency

Date of Publishing of RFP: 23.08.2019

Government of India
Ministry of Communication & IT
Department of Telecommunications
USOF Administration (Finance Wing)
Sanchar Bhawan, New Delhi-110 001
GOVT. OF INDIA/भारतसरकार
Ministry of Communications/संचारमंत्रालय
Department Of Telecommunications/दूरसंचारशिविर
Universal Service Obligation Fund/सार्वजनिकसेवांग⏳चित्तविधि
Sanchar Bhawan, New Delhi – 110001
Ph No 011-23036913 www.usof.gov.in email: dvadminus1.hq-dot@nic.in

TENDER NOTICE

The Universal Service Obligation Fund (USOF) was passed by both Houses of Parliament in December 2003 by giving statutory status in The Indian Telegraph (Amendment) Act, 2003.

USOF enables rural Indians to achieve their fullest potential and participate productively in the development of the nation by virtue of being effectively connected through a reliable and ubiquitous telecommunications network, access to which is within their reach and within their means.

USOF invites sealed tenders from NICSI empanelled Tier-II agencies to provide manpower for Technical support and Handholding of USOF website and Application Software on terms and conditions mentioned in tender document made available in www.usof.gov.in. The sealed tenders duly filled and signed should be addressed to “Deputy Administrator (Finance), Room No: 111, USOF (Finance), Dept. of Telecommunications, Sanchar Bhawan, New Delhi-110 001.”

The tender envelope should be super scribed as “RFP for Technical support and Handholding of USOF Website and Application Software” and shall be dropped by the bidder in the tender box placed in above mentioned address. Bids received after the closing date and time will not be considered.

Dy Administrator (F)
USOF (F), DoT HQ

[Signature]

23/01/05
**SCHEDULE OF TENDER**

The tender document is available for download on the website [www.usof.gov.in](http://www.usof.gov.in) and also on Central Public Procurement Portal. The tender envelop shall contain EMD of Rs.15000/- (Rupees Fifteen Thousand only) in the form of crossed Demand Draft drawn on any Scheduled Commercial Bank in favour of “Universal Service Obligation Fund” payable at New Delhi at par without which bid will be treated as incomplete and non-responsive and shall not be considered.

a) Schedule for invitation to bid:

| RFP Number and Approving Authority | 30-26/2019-USOF/Manpower Agency Administrator, USOF |
| Date of Publication of RFP          | 23.08.2019 |
| RFP Title/ Job Requirement          | Technical Support and Handholding of USOF Website and Application Software |
| Name of the Purchaser               | USOF, Dept of Telecommunications |
| RFP inviting authority              | USOF, Dept of Telecommunications |
| Method of Selection                 | L 1 Basis |
| Address for Bid Submission          | Deputy Administrator (Finance), Room No: 111, USOF (Finance), Dept. of Telecommunications, Sanchar Bhawan, New Delhi-110 001. |
| Last date for submission of pre-bid queries | 30.08.2019 0500 PM |
| Last date and time for submission of bid | 13.09.2019 (Friday) 0300 PM |
| Date and time of opening of Pre-qualification bid | 13.09.2019 (Friday) 0400 PM |
| Date and time of opening of Commercial bid | 13.09.2019 (Friday) 0500 PM |

Bid shall remain valid for 90 days from the last date of submission of bid.

USOF reserves the right to accept or reject or cancel any bid or relax any part of the tender offer without assigning any reason there for.

Dy Administrator (F)
USOF (F), DoT HQ
1. Disclaimer

This Request for Proposal ("RFP") is issued by the USOF. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither USOF, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed “Technical Support and Handholding of USOF Website and Application Software” project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of the USOF. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither USOF nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed “Technical Support and Handholding of USOF Website and Application Software” project, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the project.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the project. Such statements, estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of USOF, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.
The sole purpose of this Request for Proposal (RFP) is to assist USOF for providing manpower for “Technical Support and Handholding of USOF Website and Application Software”.

The information contained in this RFP document or information provided subsequently to the bidder(s) or applicant whether verbally or in documentary form, by or on behalf of USOF is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions, subject to which such information is provided.

The RFP is not an agreement and is not an offer or invitation to offer by USOF to any parties, other than the applicants who are qualified to submit the bids (“Bidders”). The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposal. This RFP does not claim to contain all the information, which each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. USOF makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to contain all the information that a Bidder may require. USOF does not undertake to provide any Bidder with access to any additional information which may become apparent. USOF reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and / or the bidding process, without assigning any reason whatsoever. Such change will be hosted on the USOF website and CPP portal.

Any information contained in this document will be superseded by any later information hosted on website and CPP portal. USOF reserves the right to reject any or all the bids / proposals received in response to this RFP at any stage without assigning any reason whatsoever.

The decision of USOF shall be final, conclusive and binding on all the parties.
2. Instruction to Bidders

2.1. General

- While every effort has been made to provide comprehensive and accurate information about requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.
- The requirements of the RFP shall prevail over any information in the Bid. However, all information supplied by the successful Bidder will be treated as contractually binding on the Bidder. This RFP supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance on such communications.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of USOF.
- Department may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of USOF.
- This RFP document is non-transferable.
- The RFP should not be used to market the Bidder’s product or services.

2.2. Consortium and sub-contracting

- Bidding with sub-contractor is not allowed. No consortium is permitted for the bid.

2.3. Eligible Bidders

- The vendor should be NICSI Tier-II empaneled agency for website development category. A copy of the valid NICSI Empanelment letter has to be enclosed with the bid.

2.4. Format of submission

- It is proposed to have a one-bid system. Vendor need to submit Commercial proposal within submission time, duly signed & stamped.
- USOF will not accept delivery of the Bid by fax / e-mail or any other electronic / non-electronic means other than as specified herein.
- The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as part of the Bid. Any deviations may lead to rejection of the Bid.
2.5. Right to the content of bid proposal

- All bids and accompanying documentation of the proposal will become the property of USOF, and will not be returned after opening. USOF is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. USOF shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

2.6. Bid Format

- Bidder shall submit their bids in the format provided in the following subsections. Bids not in the prescribed formats will be liable for rejection. If a format for specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid binding on the Bidder and that is acceptable to the USOF. In any event, USOF shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the USOF.

2.7. Language

- The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is required and should be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.8. Compliant proposals and completeness of response

- The Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications by the bidder.
2.9. Bid Submission Deadline and Late Bids

- All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in Schedule of tender. USOF may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum / corrigendum or by intimating all bidders, in writing or through e-mail, in which case all rights and obligations of USOF and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

- The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex / telegram / fax / e-mail etc. shall not be considered. No correspondence will be entertained on this matter. USOF shall not be responsible for any delay or non-receipt / non-delivery of the documents. No further correspondence on the subject will be entertained. USOF reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

- Given that the bid submission has to be made offline, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last minute hassles.

2.10. Right to Terminate the Process

- USOF may terminate the RFP process at any time and without assigning any reason. USOF makes no commitments, express or implied, that this process will result in a business transaction with anyone. USOF will not be liable in any way to any person in case of termination of this Bid process except that if the EMD has been received from the Bidder prior to such termination, the EMD will be returned (without any interest) as promptly as possible to the respective Bidders.

2.11. Acceptance and Rejection of Bids

- USOF reserves the right to reject any or all Bids without assigning any reason thereof. USOF also reserves the right to assess the Bidder’s capabilities and capacity. In either case, the decision of USOF shall be final and binding.
• In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature are submitted along with the Proposals which amount to deviations in any form, USOF reserves the right to seek withdrawal of such assumptions, presumptions, key points of discussion, recommendation or any points of similar nature by the bidder. If the bidder does not withdraw such assumptions etc., the bid may be rejected by USOF. If a discrepancy is found in the bidder's response, the same may be conveyed to the Bidder with target date up to which the Bidder has to send his acceptance / clarification on the above lines and if the Bidder does not agree to the decision of the USOF then the Proposal is liable to be rejected.

• If the Bidder does not meet the Pre-Qualification criteria separately, as mentioned in Section 8, the Bidder shall be disqualified and the entire Bid shall be rejected.

2.12. Disqualification
The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the bidder fails to meet the bidding requirements as indicated in this RFP:

• Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
• The Proposal is received after the due date and time;

2.13. Fraud and Corrupt Practices
• The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the USOF shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, USOF shall, without prejudice to it’s any other rights or remedies, forfeit and appropriate the EMD and / or PBG, as the case may be.
• Without prejudice to the rights of USOF under clause above and the rights and remedies which the USOF may have under the Agreement, if a Bidder is found by USOF to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by USOF during a period of 3 years from the date such Bidder is found by USOF to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.14. Payment Schedule
• Payment to bidders will be made on Quarterly basis.

3. Scope of Work
The scope of work is as follows:
• **Corrections Required:** Making all necessary changes in software/report formats as per requirement
• **Maintenance of Static website:** Personnel deployed would maintain and make necessary changes in the static website as required.
• **CSMS Package:**
  ✓ Development of new forms & reports related mobile phase – I activity – IR Module.
  ✓ One time data mass uploading relating to Mobile Phase – I and to sort out the inherent problems with the assistance of USOF till the package is able to generate accurate MIS reports including payment reports.
  ✓ Back end correction of data with the approval of USOF administration.
  ✓ Formation of new reports as desired by USOF administration (including physical progress)
  ✓ Modification of existing reports as per requirement.
  ✓ Preparation of User Manual on integration of IR module and testing of whole CSMS package (to be provided along with softcopy)
  ✓ Timely solution to user/field use: query/requirement
  ✓ A small application for recording IR – 4 Data
  ✓ Restricting the use of Admin password given to CCAs earlier for viewing of information. The data entry option to be allowed to the nominated person only.
  ✓ Handholding and technical support to tackle issues coming to notice during day to day working.
• Vendor has to propose onsite and offsite support model to maintain the portal. In onsite support, vendor should propose a dedicated resource to be deployed at department location.

4. Selection Process for Bidder
• Least Cost Selection (LCS) i.e. L-1 method will be used to select the vendor. However, Department may take presentation from the bidders to evaluate their technical competency to execute the above work and may shortlist the bidders based on the presentation. In case of presentation, L-1 will be determined from the shortlisted bidders.

5. Award of Contract
• Prior to the expiration of the period of bid validity, the USOF will notify the successful Bidder by e-mail and / or by post that its bid has been accepted.

• The notification of award, subsequent submission of PBG (Performance Bank Guarantee) @ 5% and signing the MSA by the successful bidder shall constitute the formation of the Contract.

6. Signing of Contract
• Within 7 days of receipt of the notification of award or letter of award (LOA), the successful Bidder shall communicate its acceptance to the said letter of intent and shall submit the Performance Bank Guarantee (PBG) @5% in accordance with the terms of this RFP.

• If the successful bidder fails to execute the MSA or furnish the PBG within the stipulated time period (or such other extended timelines as agreed by the USOF in its sole discretion), the USOF shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.

• Upon furnishing of performance bank guarantee by the successful Bidder pursuant to Section 7, USOF will promptly notify each unsuccessful Bidder and will discharge its bid security.
7. Performance Bank Guarantee (PBG)

- The successful Bidder shall at his own expense submit to USOF an unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) from a Nationalized / Scheduled Commercial Bank, in the format prescribed in Annexure II, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

- The PBG shall be submitted within 15 days from the date of issuance of the PO / Letter of Award.

- The Value of the PBG shall be equal to 5% of the total contract value. No interest shall be payable on the PBG. In case the project is delayed beyond the project, the Performance Bank Guarantee shall be accordingly extended by the Bidder till completion of Scope of Work or extended duration of the contract and six months thereafter.

8. Minimum Eligibility Criteria for the Agency:

- The vendor should be NICSI Tier-II empanelled Agency for Website development category.

- The Agency must have office in New Delhi to liaison with USOF and handle all administrative work pertaining to the contract.

- The Agency should not have been black-listed or faced legal action by any Public Sector Bank, Trust, RBI or IBA or any other Government agency as on date of this RFP.
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<tr>
<th>SN</th>
<th>Resource Type</th>
<th>Number</th>
<th>Months</th>
<th>Rate Per Man Month</th>
<th>Location (Onsite/offsite)</th>
<th>Total Cost</th>
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<table>
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<tr>
<th>Total Cost</th>
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<th>GST</th>
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<th>Cost Including GST</th>
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10. Annexure -II: Format for Performance Bank Guarantee (PBG)

Date: ____________________

Bank Guarantee No.: ________________________________

To,
The Administrator,
Universal Service Obligation Fund,
Dept of Telecommunications-HQ,
No:20, Ashoka Road, Sanchar Bhawan,
New Delhi-110 001.

Kind Attn: Administrator, USOF.

WHEREAS ____________________ (name of firm (hereinafter called ‘MSP’) has undertaken, in pursuance the RFP No. , Dated ________ of USOF , (hereinafter called the ‘USOF ’) to provide services “Technical Support and Handholding of USOF Website and Application Software” AND WHEREAS in terms of the tender conditions the MSP is required to furnish to the USOF a Bank Guarantee for a sum of ₹ ________ (Rupees ____________________) as Performance Bank Guarantee against the MSP’s offer aforesaid. AND WHEREAS we, Bank, ____________________ branch, have at the request of the MSP agreed to give to the USOF this guarantee as hereinafter contained.

And whereas we, a banking company incorporated and having its head/registered office at <Address> and having one of its office at <Address> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of ₹ ________ and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of ₹ ________ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until one year.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed ₹ __________.
2. This bank guarantee shall be valid up to one year.
3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before one year failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) ________________________________
(Name, Designation, Address, Seal, Date) ________________________________
AGREEMENT FOR
TECHNICAL SUPPORT AND
HAND HOLDING OF USOF WEBSITE AND
APPLICATION SOFTWARE

With M/s ____________________

TOTAL PAGES - NINE

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS
DEPARTMENT OF TELECOMMUNICATIONS
OFFICE OF THE ADMINISTRATOR (USOF)
20, ASHOKA ROAD, NEW DELHI - 110001, INDIA
This Agreement is entered into on the ___ th day of September, 2019 by and between the President of India acting through Shri. Sahil Garg, Dy. Administrator (Finance), USOF, Department of Telecommunications (DoT), Sanchar Bhawan, 20, Ashoka Road, New Delhi — 110001 (hereinafter called the Administrator(USOF)) of the first party

and

M/s ______________ Limited with its registered office at ____________________________, New Delhi- 110 017, India, acting through Shri. ___________ , ___________, the authorized signatory (hereinafter called M/s ____ which expression shall, unless repugnant to the context, include its successor in business, administrators, liquidators and assigns or legal representatives) of the second party.

Whereas M/s _____ has requested and the Administrator (USOF) agreed to enter into an Agreement for Technical support and hand holding of USOF website and application software on the terms and conditions recorded hereinafter in these presents.

Now this Agreement witnesseth as follows:

1. In consideration of the performance of all the terms and conditions mentioned in this Agreement on the part of M/s ____, the Administrator (USOF) does, enter into this Agreement for Technical support and hand holding of USOF website and application software.

2. This Agreement will remain valid for 1 (one) year from the effective date unless revoked earlier for any reason whatsoever.

3. M/s ______ hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in this agreement including the Annexure appended without any deviation or reservation of any kind.

4. The effective date of this Agreement shall be __th Sep, 2019.
In Witness Whereof the Parties hereto have caused this Agreement to be executed through their respective authorized representatives on the ___th Sep, 2019.

Signed for and on behalf of the President of India.

By (Sahil Garg), Dy. Administrator (Finance), USOF, Department of Telecommunications

Signed on behalf of M/s _____________ Limited

BY (__________), Authorized Representative for signing the Agreement in accordance with the Reference No. ____________ dated ___th Sep, 2019 provided by _________ on behalf of M/s _____________ Ltd.

In the presence of:

Witnesses:

1.
Signature
Name
Designation
Address
Place

2.
Signature
Name
Designation
Address
Place

O/o the Administrator, USOF, DoT HQ, Sanchar Bhawan
New Delhi-110 001.
I. **Background:**

The work of developing USOF website with embedded application software is to be assigned to carry out the management of project.

1. The website for USOF, [www.usof.gov.in](http://www.usof.gov.in), was launched on 11th May, 2010 and the static web pages containing details of USOF schemes, activities and Fund distribution etc. are available in the public domain.

2. This website has an embedded Claim Settlement & Management System (CSMS) software to bring the entire process of receipt of claim statements and processing of its settlement between CCA and USOF online.

3. The CSMS also has an application for uploading circulars and correspondence to specific users (CCA/USPs).

However, while the above functionalities have been developed, further professional support and hand holding from an organization is required to update and maintain the website for USOF. For such further enhancement and support of current website, it was decided that there is a need to deploy skilled manpower, who can administer and support day-to-day requirements.

II. **Scope of Work**

- **Corrections Required:** Making all necessary changes in software/report formats as per requirement

- **Maintenance of Static website:** Personnel deployed would maintain and make necessary changes in the static website as required.

- **CSMS Package:**
  - One time data mass uploading relating to Mobile Phase – I and to sort out the inherent problems with the assistance of USOF till the package is able to generate accurate MIS reports including payment reports.
  - Back end correction of data with the approval of USOF administration.
  - Formation of new reports as desired by USOF administration (including physical progress)
  - Modification of existing reports as per requirement.
✓ Preparation of User Manual on integration of IR module and testing of whole CSMS package (to be provided along with softcopy)
✓ Timely solution to user/field user/query/requirement
✓ A small application for recording IR – 4 Data
✓ Restricting the use of Admin password given to CCAs earlier for viewing of information. The data entry option to be allowed to the nominated person only.
✓ Handholding and technical support to tackle issues coming to notice during day to day working.

- Vendor has to propose onsite and offsite support model to maintain the portal. In onsite support, vendor should propose a dedicated resource to be deployed at department location.

III. Qualifying Requirements from M/s

1. Timely response to user queries
2. Timely resolution of issues/user queries
3. Tracking and monitoring of issues/queries
4. Monitoring Turn Around Time (TAT) for issue/query resolution
5. Exception Reporting
6. Data collation & MIS
7. Resources management, with respect to:
   (i) Skill-set, Availability
   (ii) Utilization & Monitoring

IV. Details of Manpower

The manpower requirement for the said activity shall be as follows:

<table>
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<tr>
<th>Level of Resources</th>
<th>Level of Experience</th>
<th>No of Resource</th>
<th>Duration (Months)</th>
<th>Location</th>
<th>Engagement Type</th>
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1. M/s __________ will ensure that the manpower is provided within a week of the date of signing of Agreement.
2. The manpower deployed must have sufficient knowledge and skills to carry out the work defined in the Agreement with special reference to maintenance and trouble shooting and attending the routine problems faced by the users. He/She should be service minded and maintain good human relations with all users.

3. In case of unsatisfactory performance by the personnel deployed, as decided by Administrator (USOF), M/s ______ shall replace the personnel with suitable substitute to the satisfaction of USOF.

4. Personnel mentioned to be placed on Full time basis shall report to USOF office as per the time-calendar of USOF/DoT.

5. Person mentioned as offsite, if any, will be available to USOF on part time basis. Person would be available for discussion to USOF as per the requirements and to guide the full time deployed person accordingly.

6. Unless as decided by Administrator (USOF), same personnel may be provided throughout the period of proposal for uniformity and effective service delivery as per the requirements of USOF.

7. If the requirement arises, where resource has to stay late beyond 8.30 pm or attend the office on Saturday/Sunday, USOF will make necessary arrangement for the person to reach home. In case USOF is not able to make arrangement and the organisation makes the arrangement, Administrator (USOF) would reimburse M/s _______ @ Rs. 500 per trip.

V. Responsibilities of USOF

USOF will be responsible to make the following infrastructure available to personnel provided by M/s ____________:

1. A desktop with suitable configuration for the developer to work on.

2. Sufficient supply of equipment/consumable required for running the operations viz. backup media, consumables.

3. Sufficient working space.
VI. Professional Charges

1. The charges for the professionals will be as follow:

<table>
<thead>
<tr>
<th>Level of Resources</th>
<th>No. of Person</th>
<th>Duration (in Months)</th>
<th>Cost/Month</th>
<th>Location</th>
<th>Amount INR for the year</th>
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Total

2. The GST at applicable rates will be extra. Any changes in the Tax structure will be applicable at the time of billing payment schedule.

3. M/s __________ will raise invoice on Quarterly basis.

4. USOF will normally process and make the payment within 15 days of invoicing after receiving satisfactory Performance Report from the concerned USOF Officer.

VII. Other Terms & Conditions

1. The qualified Manpower will be provided on a contract basis for a period of 1 year. However, Administrator (USOF) reserves the right to extend the terms of contract for a further period of one year on same terms and conditions with mutual consent.

2. This contract restricts USOF/DOT to offer any kind of employment direct/indirect, part-time/full-time to any of the manpower resource provided by M/s __________.

3. Administrator (USOF) reserves the right to terminate the Agreement at any time by giving one month prior notice in case of unsatisfactory service performance.

VIII. Out-Station Travel

1. The manpower from M/s __________is not normally expected to travel on behalf of USOF.

2. In exceptional cases where the Administrator (USOF) decides that travel is necessary to resolve problem relating to implementation of package, the to-and-fro travel expenses, and boarding and lodging as per actual shall be reimbursed by USOF.
IX. Penalty

1. The manpower should not be absent without prior intimation to USOF.

2. Replacement for their absence under exceptional condition like due to sickness etc. should be met with suitable substitute.

3. In case the manpower will not be available for two man days, a substitute may be provided to USOF with prior intimation.

4. Further, if manpower is not made available for continuous two or more days in any month, an amount equivalent to manpower cost (as detailed in Clause 1 under Section VII above) calculated on pro rata basis will be deducted from the payment of the said month.

X. Security

1. M/s ________ will ensure that no information about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.

2. M/s ________ or its deployed personnel, by virtue of working on USOF project can't claim any rights on the work performed them. Administrator (USOF) shall have absolute rights on the software developed and other deliverables.

XI. Termination of the Agreement

1. The Administrator may, without prejudice to any other remedy available for the breach of any conditions of Agreement, by a written notice of 30 calendar days issued to M/s ________ at its registered office, terminate the Agreement under any of the following circumstances:

   a) Failure to perform any obligation(s) under the Agreement;

   b) Failing to rectify, within the time prescribed, any defect as may be pointed out by the Administrator.

   c) Going into liquidation or is ordered to be wound up.
2. In case of termination of the Agreement before the expiry period, if it is found that M/s _________ had received any payment in excess of the amounts under the Agreement prior to termination, then such amount shall be paid back immediately on demand by M/s _________ to the Administrator.

XII. **Indemnity**

1. M/s _________ shall indemnify the Administrator in respect of any damages, claims, loss or action against Administrator for acts of commission or omission on the part of M/s _________ or its manpower.