Government of India
Department of Drinking Water and Sanitation, Ministry of Jal Shakti
Information, Education & Communication Section
Pt. Deendayal 'AntyodayaBhawan'
CGO Complex, Lodhi Road, New Delhi – 110003

Invitation of Request for Proposal (RfP)
For the project

Documentation and Emailing of Aabhar letters of Swachh Bharat Mission,
Department of Drinking Water and Sanitation,
Ministry of Jal Shakti

July 2019
(A) DISCLAIMER:

1. The information contained in this Request for Proposal (hereinafter referred to as RfP) document is provide to the shortlisted bidder(s), by Department of Drinking Water and Sanitation, Ministry of Jal Shakti, Government of India (hereinafter referred to as DDWS (MoJS), on the terms and conditions set out in this RfP document and all other terms and conditions subject to which such information is provided.

2. The purpose of this RfP document is to provide the bidder(s) with information to assist the formulation of their proposals. 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 DDWS (MoJS), its employees and/or advisors to consider the business / investment objectives financial institution and particular needs of each bidder who reads or uses this RfP document. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RfP document and where necessary obtains independent advice from appropriate sources.

3. DDWS (MoJS) will not have any liability to any Bidder/Firm or any other any other person under any laws (including without limitation the law of contract), the principles of equity, restitution or unjust enrichment or otherwise from any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfP document, any matter deemed to form part this RfP document, the award of the assignment, the information and
any other information supplied by or on the behalf of DDWS (MoJS) or their employees, any agency or otherwise arising in any way from the selection process for the assignment. DDWS (MoJS) will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon any statements contained in this RfP.

4. DDWS (MoJS) will not be responsible for any delay in receiving the proposals. The issue of this RfP does not imply that DDWS (MoJS) is bound to select a bidder or to appoint the selected applicant, as the case may be, for the services and DDWS (MoJS) reserves the right to accept/reject any or all of proposals submitted in response to this RfP document at any stage without assigning any reasons whatsoever. DDWS (MoJS) also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RfP bid.

5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DDWS (MoJS) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. DDWS (MoJS) reserves the right to change / modify/ amend any or all provisions of this RfP document. Such revisions to the RfP will be made available on the website of DDWS (MoJS) and CPP portal.
## (B) DATA SHEET:

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1. Name of the Client:</td>
<td>Department of Drinking Water and Sanitation, Ministry of Jal Shakti (DDWS(MoJS)), Govt. of India, Pt. DeendayalAntyodayaBhawan, CGO Complex, Lodhi Road, New Delhi 110003</td>
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<tr>
<td>2.</td>
<td>“Financial proposal” along with “Technical Proposal” are to be submitted separately via E-tendering mode only latest by 15:00 hrs of date 17.08.2019.</td>
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<td>3.</td>
<td>Proposal should contain scan copy of EMD / Bid security of Rs. 40,000/- in the name of the “Pay and Accounts Officer, Ministry of Drinking Water &amp; Sanitation, New Delhi 110003”. The original copy of the EMD must be submitted in the DDWS latest before the deadline for the submission of RfP documents.</td>
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<td>4.</td>
<td>Financial Bids shall be opened after short listing suitable agencies on the basis of scores awarded to technical proposals. The exact date and time of financial bid opening would be intimated later.</td>
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<td>5.</td>
<td>Venue for all meeting shall be – Department of Drinking Water and Sanitation, Ministry of Jal Shakti, 4th Floor, Pt. Deendayal 'AntyodayaBhawan' CGO Complex, Lodhi Road, New Delhi – 110003.</td>
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## GLOSSARY

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<thead>
<tr>
<th></th>
<th>Acronym</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>DDWS(MoJS)</td>
<td>Department of Drinking Water and Sanitation, Ministry of Jal Shakti</td>
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<tr>
<td>2</td>
<td>CPPP</td>
<td>Central Public Procurement Portal</td>
</tr>
<tr>
<td>3</td>
<td>CSC</td>
<td>Consultancy Selection Committee</td>
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<td>4</td>
<td>EMD</td>
<td>Earnest Money Deposit</td>
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<td>5</td>
<td>GoI</td>
<td>Government of India</td>
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<tr>
<td>6</td>
<td>ODF</td>
<td>Open Defecation Free</td>
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<td>7</td>
<td>LCS</td>
<td>Least Cost Selection</td>
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<tr>
<td>8</td>
<td>RfP</td>
<td>Request for Proposal</td>
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<tr>
<td>9</td>
<td>GP</td>
<td>Gram Panchayat</td>
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(D) Important Dates:

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<tr>
<th>S. No</th>
<th>Particular</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>1.</td>
<td>Start date of issuance/publishing of RfP document</td>
<td>24.07.2019 at 6.00 PM</td>
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<td>3.</td>
<td>Bid submission start date</td>
<td>26.07.2019 at 10.00 AM</td>
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<td>4.</td>
<td>Bid submission end date</td>
<td>17.08.2019 at 03.00 PM</td>
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<tr>
<td>5.</td>
<td>Technical Bid opening date</td>
<td>19.08.2019 at 4.00 PM</td>
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<tr>
<td>6.</td>
<td>Financial Bid opening date</td>
<td>Will be notified to all agencies separately</td>
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</table>
Department of Drinking Water and Sanitation, Ministry of Jal Shakti (DDWS(MoJS)) invites online bids under two bids system i.e. Technical and Financial bid for undertaking Documentation and Emailing of Aabhar letters of Swachh Bharat Mission, Department of Drinking Water and Sanitation, Ministry of Jal Shakti. Manual bids shall not be accepted.

The RfP document, containing the Information to Agencies, Terms of Reference (ToR), Requirement of qualifications and experience of the firm and key experts, criteria for evaluation of proposals and selection procedure related can be downloaded from the DDWS’s website www.mdws.gov.in and cpp portal www.eprocure.gov.in.

Bidders meeting the qualification criteria shall be invited for PPT presentation before the Consultancy Selection Committee of DDWS(MoJS).

The bidders are required to submit their RfP documents on or before 17.08.2019 latest by 3:00 P.M. In case it is a holiday, the next working day will be the last date for bid submission.

Queries if any may be referred in writing to the DS (IEC), at the above mentioned address or Telephone No.011-24361424 or at email – yugal.joshi@gov.in.

(Christina Kujur)
Under Secretary (IEC)
Department of Drinking Water and Sanitation, Ministry of Jal Shakti, Gol
12th Floor, Pt. Deendayal ‘Antyodaya Bhawan’
CGO Complex, Lodhi Road, New Delhi – 110003

Note: DDWS(MoJS) reserves the right to cancel this request for proposal and/or invite afresh with or without amendments, without liability or any obligation for such RfP and without assigning any reason. Information provided at this stage is indicative and DDWS(MoJS) reserves the right to amend/add further details in the RfP.
LETTER OF INVITATION (LOI)

Christine Rayner
2.

DESCRIPTION OF ASSIGNMENT

[Handwritten Signature]
2. DESCRIPTION OF ASSIGNMENT:-

Engagement of an Agency for Documentation and Emailing of Swachh Aabhar letters of Swachh Bharat Mission, Department of Drinking Water and Sanitation, Ministry of Jal Shakti

Bids are invited from the Agencies/Firms/Organizations for Emailing of Swachh Aabhar letters of Swachh Bharat Mission(Grameen), Department of Drinking Water and Sanitation, Ministry of Jal Shakti DDWS(MoJS).

2.1 Swachh Bharat Mission (Grameen)

Government of India has launched Swachh Bharat Mission on 02.10.2014 with an aim to achieve swachh Bharat by 02\textsuperscript{nd} October 2019, as a befitting tribute to the 150\textsuperscript{th} Birth Anniversary of Mahatma Gandhi, which in rural areas shall mean improving the levels of cleanliness through Solid and Liquid Waste Management activities and making Gram Panchayats Open Defecation Free (ODF), clean and sanitized. Accordingly, the present sanitation coverage in India has reached 99.22% from its earlier status of about 38% and formal declaration of India being Open Defecation Free is likely to be done by the Hon'ble Prime Minister on 2\textsuperscript{nd} October 2019.

2.2 Background of sending Aabhar letters:

At the time of the launch, the Hon'ble Prime Minister of India, Shri Narendra Modi, gave a clarion call for a \textit{janandolan}, for Swachhata. Swachh Bharat has since become the world’s largest behaviour change campaign. The success of the Mission is grossly attributable to the people of different sections of the society who have demonstrated exemplary leadership in swachhata.

In recognition to their outstanding contributions towards swachhata, and call upon the people of all sections to carry out special drives for ODF sustainability, it is planned to send Aabhar letters to those who have wholeheartedly extended their complete support
to the Mission. It is estimated that about 10 Lakhs Aabhar letters to be dispatched through email.

2.3 Brief Purpose and Scope of Work:

a. The DDWS proposes to engage Agency/Firm/Organization for Documentation and Emailing of Swachh Aabhar letters to the people from all works of life to convey the government's gratitude.

b. It is estimated that up to 10 Lakhs letters would be required to sent to the recipients.

c. The selected agency to design the Swachh Aabhar letters and get the same approved by this DDWS.

d. The selected agency to create data base of all recipients.

e. DDWS(MoJS) will provide text for the letters to the selected agency in English.

f. Selected agency to translate the text in following 12 approved regional languages:

i. Hindi

ii. Urdu

iii. Punjabi

iv. Assamese

v. Gujarati

vi. Bengali

vii. Oriya

viii. Telugu

ix. Marathi

x. Kannada

xi. Tamil

xii. Malayalam

g. Create recipient-wise letter by copying text of the letter

h. Adding name and address in created letter.

i. In case the letter is in regional language, the selected agency to add the name and address in that specific language.

j. Create PDF of each letter

k. Rename the file name with respective recipients name.

l. Make block-wise/agency-wise/department-wise folder and reside their respective GP letters in case many letters are to be sent to a particular GP/agency/department.

m. Create zip file of block/agency/department folders.

n. Send Email the zip file to concerned GP/Agency/Department.
o. The agency to ensure that the email is received by the recipients. In case of delivery failure, the mail to be re-sent.
p. Provide complete data relating to dispatch of emails to the DDWS on completion of the assigned work in a Hard Drive or Pen drive.

2.4 Salient components for the project are:-

a. The assigned work is to be carried out in close coordination with the DDWS. The names of the recipients will be provided by the DDWS for creating data base.

b. The agency is to collect email address of the recipients from available sources in case the list provided by the DDWS does not contain the recipient's email id.

c. The DDWS reserves the right to call for any data collected by the agency, in raw or in any other form e.g. in a pen drive for verification. Such data will be made available by the agency concerned within one day as and when called for.

d. The DDWS reserves the right to cancel the assignment having regard to the quality and speed of the work or non-compliance of conditions etc.

e. If any question, difference or dispute shall arise, between the agency and the DDWS relating to this agreement or any matter arising there of or incidental thereto, the matter shall be referred to the sole authority i.e. Secretary, DDWS(MoJS) and the award given by him/her shall be final and binding on both parties.

[Signature]
3. INFORMATION TO AGENCIES (ITA)
3. INFORMATION TO THE AGENCIES

3.1 Purpose of RfP:

The purpose of this RfP is to provide information to the prospective bidders, with the necessary built-in capacity, to enable them to prepare and submit their responses for the services to be rendered to the MoJS(DWS) in conformity terms of the present assignment.

3.2 Time and Duration of the Contract:

a. The Contract period for the project is up to 2nd October 2019 which may be extended for a further period of 30 days with mutual agreement on same terms and condition subject to satisfactory performance of the Agency/Firm/Organization.

b. Time Line for the assignment:

i. Commencement: within 2 days from the date of signing of contract.

ii. Final report: within 2 days from the date of completion of the assignment.

3.3 Deliverables:

a. Soft copy of the entire data relating to database of the recipients, soft copy of the letters sent to the recipients through emails, and a consolidated list of recipients to whom the emails were sent.

b. The agency to deliver a certificate to the effect that the letters to the actual recipients have actually been sent and received by each of them.

3.4 Payment Procedure:

(a) No advance payment will be made to the agency.

(b) Payment will be based on the actual number of emails sent to the recipients.

(c) The agency may raise month-wise bill, against the number of letters emailed in that particular month, along with required certificates.

3.5 Currency of Payment:
All payments shall be made in Indian Rupees.

3.6 Submission of RfP documents:

The RfP documents have been uploaded at website of DDWS(MoJS) (www.mdws.gov.in) and at cpp portal www.eprocure.gov.in. The bids are to be submitted in online mode only at cppp website: https://eprocure.gov.in/eprocure/app. Manual Bids shall not be accepted. The completely filled in formats, attached with the RfP document, are to be enclosed with the proposal. The bidders are required to attach scan copy of PAN, TIN No., GST registration number, sales tax registration number, audited statement of annual turnover for the last 3 years (2016-17, 2017-18 and 2018-19), copy of previous work completion certificates for the last 3 years (2016-17, 2017-18 and 2018-19), work experience & qualification related documents of proposed team members and other relevant supporting documents with the proposal. The document should clearly super-scribe "RfP for Engagement of an Agency/Firm/Organization for Emailing Swachh Aabhar letters of Department of Drinking Water and Sanitation, Ministry of Jal Shakti" and should bear the name & complete address of the Agency/Firm/Organization.

a. The RfP document in the prescribed pro-forma should be submitted via e-tendering mode, latest before 3:00 pm of 17.08.2019. The RfP not in prescribed pro-forma is liable to be rejected. The scan copy and details of the EMD is to be attached in the technical document. The original copy of the EMD must be submitted in the DDWS latest before the deadline for the submission of RfP documents.

b. In case the last date falls on a holiday, the next working day shall be considered as the last day for submission of RfPs.

c. The Agency/Firm/Organization is required to submit the documents relevant to their claim. The bidders must ensure that all the pages of bids must bear the initial of the authorized representative of the bidding agency.

d. The responsibility for ensuring that the applications are delivered in time vests with the "Bidders".

e. The DDWS(MoJS) may, at its discretion, extend this deadline for the submission of application, in which case, all rights and obligations of the "DDWS(MoJS)" and Bidder(s) previously subject to the deadline will thereafter be subjected to the deadline as extended.

Christine sign
f. The applications submitted by the respective "Bidder(s)" in response to this RfP shall be valid until the award of the contract by the DDWS(MoJS) and the "Bidders" shall be bound by their bids until such period.

g. The application(s) and material(s) submitted by the Bidder(s) in response to this RfPs will become the property of the "DDWS(MoJS)".

h. The DDWS(MoJS) shall neither be responsible nor pay any expenses or losses which may be incurred by the "Bidder(s)" in the preparation and submission of their application.

i. The application submitted by "Bidders" shall be treated as private and confidential documents, whether or not the DDWS(MoJS) accepts an application.

j. While submitting a bid, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

k. In case of any doubt any doubt on this RFP with regard to the scope of work, terms and conditions etc., the same shall be got cleared from the DDWS before submitting technical/financial bids by a prospective bidder.

l. The bidders who download this RFP shall not tamper the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered, the bid shall be completely rejected and EMD would be forfeited.

m. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well as financial bid opening date will be intimated to the successful bidders only.

n. Financial Bid submission: The bidders are required to upload their financial bid in the format uploaded on the cpp portal. Bidders shall not tamper/modify the format in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited. The cost should be quoted in Indian Rupees only inclusive of all taxes and charges. The quoted cost shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

3.7 Bid Security/EMD:

The Bidders are required to submit the original Bid Security/EMD of Rs. 40,000/- in the name of the “Pay and Accounts Officer, Ministry of Drinking Water & Sanitation, New Delhi 110003”, in form of Bank Guarantee/Demand Draft valid for the period of 45 days beyond the validity period for the proposal. The hard copy of original instruments in respect of earnest money, original copy of affidavits must be submitted to the “The Under Secretary (IEC), DDWS(MoJS), 12th floor, Pt. Deendayal ‘AnytodyaBhawan’, CGO Complex, Lodhi Road, New Delhi – 110003” on or before bid opening date/time as mentioned in critical
date sheet. Bid Security/EMD will be released to unsuccessful bidders once the contract has been signed with the winning Agency at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract.

3.8 Number of Applications:

Each Bidders shall submit only one (1) Application for the Assignment. Any bidder, who submits or participates in more than one Application will be disqualified.

3.9 Clarifications:

Queries if any may be referred in writing to the “Director (IEC), Department of Drinking Water and Sanitation, Ministry of Jal Shakti, 4th Floor, Pt. DeendayalAntyodayaBhawan, CGO Complex, Lodhi Road, New Delhi” or on Telephone No.011-24361424 or at E-mail: yugal.joshi@gov.in.

3.10 Conflict of Interest:

DDWS(MoJS) requires that the shortlisted Agencies provide professional, objective, and impartial service and at all times, hold paramount the interests of DDWS(MoJS) and strictly avoid conflicts with other assignments or its own interests. The shortlisted agency shall not accept or engage in any assignment during the course of entire period of assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

3.11 Fraud and Corrupt Practices:

a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything contrary to the contents of this RfP, DDWS(MoJS) shall reject an Application without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly, or through an agent, has engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice (collectively the "Prohibited Practices") in the selection process.

b. Without prejudice to the rights of DDWS(MoJS) under Clause above herein above, if an Agency is found by the DDWS(MoJS) to have directly or indirectly, or
through an agent, engaged or indulged in any prohibited practice during the Short listing Process, or after the issue of the notification of short listing, such agency shall not be eligible to participate in procurement process issued by DDWS(MoJS) during a period of 2 (two) years from the date such agency, as the case may be, is found by DDWS(MoJS) to have engaged or indulged in the prohibited practice.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Short listing Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Short listing Process or after the issue of the Notification of Short listing as the case may be, any person in respect of any matter relating to the project or Notification of Short listing, who at any time has been or is a legal, financial or technical consultant/ advisor of DDWS(MoJS) in relation to any matter concerning the Project;

ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Short listing Process;

iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Short listing Process;

iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the DDWS(MoJS) with the objective of canvassing, lobbying or in any manner Request for Expression of Interest influencing or attempting to influence the Short listing Process; or (ii) having a Conflict of Interest; and

v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Short listing Process.

d.

c.

3.12 Amendment of RfP Document:

a. At any time prior to the Application due date, DDWS(MoJS) may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RfP Document by the issuance of Addenda posted on cpp portal and on the website of the DDWS www.mdws.gov.in.
b. In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, DDWS(MoJS) may, at its own discretion, extend the Application Due Date.

3.13 Format for submission of RfP bid:

The formats for submission of RfP bid is enclosed at the end of this document. The RfP should be accompanied by scan copy of PAN, TIN No., GST registration number, sales tax registration number, audited statement of annual turnover for the last 3 years (2016-17, 2017-18 and 2018-19), copy of previous work completion certificates, for the last 3 years (2016-17, 2017-18 and 2018-19), work experience & qualification related papers of proposed team members and other relevant supporting documents. DDWS(MoJS) reserves the right to reject any application that is not in the specified format. All pages and attached documents should be properly marked and must bear the initials of the bidder. The total proposed assignment cost by the agency (in Indian rupees) shall be quoted in financial proposal in cover "FINANCIAL BID". The fee of the agency quoted as above should cover all expenses incurred by the agency in order to deliver its commitments as per terms of reference. The financial bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

3.14 Validity:

The "Bidder(s)" acknowledge that the application submitted in response to this RfP shall constitute an offer to the DDWS(MoJS) which shall remain open for acceptance until the contract is awarded by the DDWS(MoJS). For the avoidance of doubt, neither this RfP nor any response submitted by the "Bidder(s)" in response to this RfP shall constitute a legally binding agreement unless and until accepted by the "DDWS(MoJS)" in writing in the form of a contract executed between the DDWS(MoJS) and the successful "Bidder".

3.15 Application Preparation Cost:-

[Signature]
The Bidder shall be responsible and shall bear all costs and expenses associated with the preparation of its Application and its participation in the project. It is clarified that DDWS(MoJS) shall be not responsible or in any way liable for such costs, expenses regardless of the conduct or outcome of the assignment.

3.16 Condition under which RfP is issued:

The RfP is not an offer and is issued with no commitment. DDWS(MoJS) reserves the right to withdraw RfP and or vary any part thereof at any stage.

3.17 Communication/Correspondence:

All Communication/Correspondence shall be addressed to “Director (IEC), Department of Drinking Water and Sanitation, Ministry of Jal Shakti, 4th Floor, Pt. DeendayalAntyodayaBhawan, CGO Complex, Lodhi Road, New Delhi ” or on Telephone No.011-24361424 or at E-mail: yugal.joshi@gov.in.

3.18 Tender Evaluation Committee (TEC):

For identification and selection of Agency, there will be a Tender Evaluation Committee (TEC) in the DDWS.

3.19 Right to Accept or Reject any of the Applications:

a. Notwithstanding anything contained in this RfP document, DDWS(MoJS) reserves the right to accept or reject any Application or to annul the Short listing Process or reject all Applications at any time, without assigning any reasons thereof and without any liability or any obligation, of any nature whatsoever, for such rejection or annulment.

b. DDWS (MoJS) reserves the right to reject any application if:
   i. At any time, a material misrepresentation has been made or discovered;
Or

ii. The Bidder does not respond promptly and diligently to requests for additional information or clarification required for evaluation of the Application.

c. Rejection of the Application by DDWS(MoJS), as aforesaid, would lead to the disqualification of the Bidder.

3.20 Miscellaneous:

a. The Short listing Process shall be governed by, and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Short listing Process.

b. DDWS(MoJS), in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
   1. Suspend and/or cancel the Short listing Process and/or amend and/or supplement the Short listing Process or modify the dates or other terms and conditions relating thereto;
   2. Consult with any Bidder in order to receive clarification or further information;
   3. Retain any information and/or evidence submitted to DDWS(MoJS) by, on behalf of and/or in relation to any Bidder; and/or
   4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

c. It shall be deemed that by submitting the Application, the Bidder agrees and releases DDWS(MoJS), its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

d. All documents and other information supplied by DDWS(MoJS) or submitted by a Bidder shall remain or become, as the case may be, the property of DDWS(MoJS). DDWS(MoJS) will not return any submissions made hereunder.
Bidders are required to treat all such documents and information as strictly confidential.

c. DDWS(MoJS) reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
4. TERMS OF REFERENCE (ToR)
Annexure-I

Terms of Reference (ToR)

1. General Terms:
   i. The successful bidder has to carry out the emailing of the letters after completing preliminary requirements as per Scope of work of the project.
   ii. There should be provision for at least two layers supervision to ensure quality of the works assigned to the agency.
   iii. The time line is the most essential part of this project and the selected agency to adhere strictly as mentioned below:
      a. Commencement: within 2 days from the date of signing of contract.
      b. Should have a capacity of emailing about 50,000 letters per day
      c. Once the list of recipients is given to the agency by DDWS(MoJS), the agency should email same to be emailed to the recipients on the same day.
      d. Final report: Within 2 days from the date of completion of the work.

2. Time and Duration of the Contract: The Contract period is upto 2nd October 2019 which may be extended for a further period of 30 days with mutual agreement on same Terms of References (ToR) subject to satisfactory performance of the successful bidder.

3. Payment Procedure: All payment shall be made in Indian Rupees. Payment of the charges will be made on monthly basis on the basis of number of letters emailed each month. No advance payment will be made.

4. Deliverables: Final report
   a. Soft copy of the data base of the recipients, copy of emails in PDF, list of recipients to whom the letters have been emailed in a Hard Drive or Pen Drive, certificate to the effect that the work has been completed according to the agreement.

5. Performance Guarantee:
   The Agency shall have to furnish a performance security, in the form of Bank Guarantee for an amount equal to 5% of the total approved cost of the project, which shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations. The selected Agency shall have to submit the performance guarantee within 7 days of issue of letter of Award i.e before signing of the formal
contract. In case the selected Agency fails to deposit the same in due time, it shall not be binding on DDWS (MoJS) to award the work to the said Agency and the EMD deposited by the Agency will be forfeited.

6. **Binding Clause:**

The decision taken by DDWS (MoJS) regarding the execution of the contract shall be binding to the agency.

7. **Agency's Obligations:**

a. The selected Agency will be required to sign an agreement with DDWS (MoJS) within 5 days of the issue of Letter of Award to the Agency. In case the selected Agency fails to sign the contract within this stipulated period, it shall not be binding on DDWS (MoJS) to award the work to the said Agency and the EMD deposited by the Agency will be forfeited.

b. The agency to strictly adhere to the time line and email the letters promptly. Any delay in emailing the letters will not be acceptable.

c. The agency should keep adequate number of IT professionals for adding the name and address of the recipients in respective regional language.

d. Agency to ensure correctness of the translations.

e. The Department of Drinking Water & Sanitation (Ministry of JalShakti) (DDWS(MoJS)) reserves the right to call for any data collected by the agency, in raw or in any other form e.g. in a pen drive for verification. Such data will be made available by the agency concerned on the same day, as and when called for.

f. Creating Data base, its processing and emailing to the recipients shall be the responsibility of the agency.

g. The Agency will keep the DDWS(MoJS) appraised with developments and progress of the work relating to the project, on a daily basis, so as to enable the DDWS to depute its officers to verify the reported activities.

h. If any question, difference or dispute shall arise, between the agency and the DDWS relating to this agreement or any matter arising there of or incidental thereto, the matter shall be referred to the sole authority i.e. Secretary, DDWS(MoJS) and the award given by him/her shall be final and binding on both parties.

i. The agency is obliged to work closely with DDWS(MoJS), act within its own authority and abide by directives issued by the DDWS(MoJS)

j. The agency will abide by the job safety measures prevalent in India and will free DDWS(MoJS) from all demands or responsibilities arising from accidents or loss of life the cause of which is the agency's negligence. The agency will pay all indemnities arising from such incidents and will not hold DDWS(MoJS) responsible or obligated.

k. The agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
I. The agency will treat as confidential all data and information about DDWS(MoJS) obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of DDWS(MoJS).

m. If the agency does not execute the contract to the satisfaction of DDWS(MoJS) then DDWS(MoJS) may invoke any or all of the following clauses:

(a) Forfeit the Performance Guarantee Amount,

(b) Terminate the contract.

[Signature]
5.

REQUIREMENT OF QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND KEY EXPERT
ELIGIBILITY REQUIREMENTS:

The bidder must provide the requisite information in form of check list for the eligibility for this assignment in the Format- 9.

1. Agencies interested in taking up the Emailing project should fulfill the following mandatory criteria:-

   1.

   1.1. The Agency/Firm/Organization should have minimum of Five (3) years of experience in Information & Technology Field and should possess thorough experience in undertaking similar kind of works in the past.

   1.2. It has successfully carried at least three (3) such works having cost of Rs. 10 Lakhs each

   1.3. Should have sufficient qualified personnel, and resources to accomplish all the elements of the Scope of Work.

   1.4. If the agency is a private entity / firm, it should be a profit making entity during each of the last three years.

   1.5. The agency must have average annual turnover of at least Rs. 30 Lakhs in last 3 preceding financial years (2016-17, 2017-18 and 2018-19).

   1.6. The firm should have a 24X7 trouble shooting facility when work is in progress.

   1.7. The agency should be ready to undertake the works during odd hours also.

   1.8. Should have qualified translators.

2. Minimum qualification for the Team leader and key staff of the agency proposed to be engaged for the work are as follows:
2.1 Team leader: (One)

- Should have at least 5 years of experience of work in Information and Technology field.
- Must possess at least a graduate degree in Information and Technology subject.
- Should have experience of working with Central/State/PSU projects for at least 5 years.
- **Number of similar Projects handled:** At least Three projects, out of which Two must be as a team leader.
- Working with the Agency since last Two years.

2.3 Team Members (at least 25 in permanent roll)

- Should have at least 2 years of experience in the areas of Information and Technology.
- Should be at least a graduate preferably in technical / management discipline.
- Working with the Agency since last one year.
6.

CRITERIA FOR EVALUATION OF PROPOSAL AND SELECTION PROCEDURE
CRITERIA FOR EVALUATION OF PROPOSAL AND SELECTION PROCEDURE:

6.1 Procedure for Selection of the Agency:

The bidders are required to submit their Request for proposal (RfP) two bids i.e. technical and financial (along with the EMD of Rs. 40,000/-.). The financial bids of only such bidders will be opened which have obtained minimum qualifying weightage/standards prescribed for the technical proposal.

6.2 Steps of Selection of the Agency:

The process of final selection of Agency will start by adopting following steps:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Preparation and issuance of the Request for Proposals (RFP);</td>
</tr>
<tr>
<td>ii.</td>
<td>Receipt of proposals;</td>
</tr>
<tr>
<td>iii.</td>
<td>Evaluation of technical proposals: consideration of quality;</td>
</tr>
<tr>
<td>iv.</td>
<td>Public opening of financial proposals;</td>
</tr>
<tr>
<td>v.</td>
<td>Evaluation of financial proposal;</td>
</tr>
<tr>
<td>vi.</td>
<td>Selection of the winning proposal;</td>
</tr>
<tr>
<td>vii.</td>
<td>Negotiations with the selected Agency, if required;</td>
</tr>
<tr>
<td>viii.</td>
<td>Award of the contract to the selected Agency/firm.</td>
</tr>
</tbody>
</table>

6.3 Standard Formats:

a. **Standard formats for Technical proposal**

The standard formats for Technical proposals include:-

i. Format for Letter of Proposal submission (Format - 1).
ii. Format for tender acceptance letter (Format-2)
iii. Format for Information Sheet (Format-3)
iv. Format for anti-collusion certificate (Format-4)
v. Financial capability of the bidder (Format-5)
vi. Methodology proposed (Format-6)
vii. Format for proposed Team Composition (Format – 7).
viii. Check list for the eligibility (Format-9)

b. The standard format for financial proposal uploaded on CPP portal:
   A Certificate relating to Financial proposal to be provided as per format 8 attached.

6.4 Evaluation of Proposals: Consideration of responsiveness

The evaluation of the proposals shall be carried out in two stages: At the first stage, evaluation of technical proposals would be taken up. The unsigned and incomplete proposal (not responding to the RfP fully and properly) will be summarily rejected as being non-responsive, before taking up the appraisal of the technical proposal for evaluation of quality. Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is concluded. The envelope containing the financial proposal shall not be opened till the technical evaluation is completed. The financial proposal of only such bidders will be opened which obtain at least 75 marks (minimum qualifying mark) prescribed for the technical proposal. The evaluation shall be carried out in full conformity with the provisions of the Table for technical evaluation (Table no. 6.1).

6.5 Evaluation of Technical bids:

a. The Applications received, would subsequently be examined and evaluated by the CSC of the DDWS in accordance with the criteria set out in Table below.

   Technical bid evaluation (Table 6.1):

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Criteria</th>
<th>Sub Criteria</th>
<th>Weightage</th>
<th>Max. Marks</th>
<th>Min. and Max. marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Experience of the Agency (track record)</td>
<td>Number of years’ experience in consultancy (Since the year of successful completion of first)</td>
<td>30 %</td>
<td>15</td>
<td>5 to 7 years- 8 marks</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>More than 7 years to 10 years- 10 Marks</td>
</tr>
</tbody>
</table>

[Signature]
<table>
<thead>
<tr>
<th>2. Qualification and experience of proposed team proposed</th>
<th>Number of similar works carried out for Government (Central/State)</th>
<th>40%</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of similar works carried out for Private Sectors.</td>
<td></td>
<td>30%</td>
<td>15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assignment</th>
<th>More than 10 years - 15 marks</th>
<th>1 to 2 projects - 8 marks</th>
<th>3 to 4 projects - 15 marks</th>
<th>More than 4 present projects - 20 Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2 present projects - Zero marks</td>
<td>2 to 3 present projects - 5 marks</td>
<td>4 to 5 present projects - 10 marks</td>
<td>More than 5 present projects - 15 Marks</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Team leader (one)</th>
<th>Educational Qualifications</th>
<th>20%</th>
<th>5</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Work experience (in years)</th>
<th>Less than 5 years - Zero marks</th>
<th>5 to 6 years - 5 Marks</th>
<th>6 to 8 years - 7 Marks</th>
<th>More than 8 years - 10 Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team members (at least Fifteen)</td>
<td>Educational Qualifications</td>
<td>16%</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------------------</td>
<td>-----</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Work experience (in years)</td>
<td></td>
<td>24%</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>3. Financial strength of the Agency</td>
<td>Average Annual Turnover figure (in Lakhs) for last three years</td>
<td>100%</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Proposed emailing methodology by the Agency and understanding of ToR</td>
<td>Based on PPT presentation by the Agency</td>
<td>100%</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Each of the Responsive technical proposal will be evaluated for the criteria prescribed in the Table above by awarding marks so as to make total maximum technical score as 100. Further the DDWS reserves the right to amend the evaluation criteria at any time of the selection of the project.

6.6 Evaluation of financial bids:
a. Agency to quote rate for emailing 1(one) letter on the standard proforma provided on CPP Portal.

b. Bidders will submit an undertaking stating that the financial bid for the subject job is not more than they may have charged for similar job from any other Ministry/Department under the Government of India, failing which the bid is liable to be rejected.

c. After completion of Technical evaluation, the financial proposal of those agencies who do not qualify in technical evaluation will not be opened. The date and time for opening the financial bids of qualified agencies, shall be notified separately.

d. The financial proposals shall be opened publicly in presence of the representatives of the technically qualified Agencies who choose to attend. The name of the Agency and the proposed prices shall be read aloud and recorded when the financial proposals are opened. For the purpose of evaluation, the total cost shall include all taxes and duties and also other expenses such as travel, translation, report printing or secretarial expenses. If conditions attached to any financial proposal, which shall have bearing on the total costs as indicated in the proposal, the CSC shall reject any such proposal as nonresponsive financial proposal. However, if the CSC feels it necessary to seek clarification on any financial proposals regarding taxes, duties or any such matter, the CSC may do so by inviting responses in writing.

6.7 Selection of the Agency:

The selection will be based on Least Cost Selection (LCS) procedure. The agency should secure a minimum of 75 marks in technical bid evaluation to qualify for opening of their financial bid. Any bidder that secure 75 marks in the technical bid evaluation is declared as technically qualified for opening of their financial bids. The technical proposals will be opened for only eligible and responsive offers and ranked. Financial bids of other un-responsive bidders will not be opened. L-1 offer out of the
responsive offers will be selected on price criteria alone without giving any additional weightage to marks/ranking of technical proposal.

6.8 Performance Security:
The Agency/Organization will have to furnish a performance security for an amount equal to 5 % of the approved project cost, in the form of Bank Guarantee from any of the commercial bank. The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations. The selected Agency shall have to submit the performance guarantee within 5 days of issue of letter of Award i.e before signing of the formal contract. In case the selected Agency fails to deposit the same in due time, it shall not be binding on DDWS(MoJS) to award the work to the said Agency and the EMD deposited by the Agency will be forfeited.

6.9 Rejection of all proposals and re-invitation:

The DDWS will have the right to reject any or all proposals of bidders/successful bidders at any stage without assigning any reason whatsoever with the objective to complete the Documentation and Emailing of Swachh Aabhar letters in the stipulated time frame ; at the risks and the cost of bidder/successful bidder. At any stage of the assignment of the project, if the work is found to be un-satisfactory, the DDWS may invoke the termination clause as mentioned in the contract.
7. PROPOSED FORMAT FOR THE CONTRACT FOR EMAILING OF SWACHH AABHAR LETTERS
CONTRACT FOR "EMAILING OF SWACHH AABHAR LETTERS Between

Department of Drinking Water & Sanitation, Ministry of Jal Shakti, Govt. of India

And

Name of the Agency:

Dated: ...............................
This CONTRACT (hereinafter called the "Contract") is made on the day of the (day) month of (month), (year) between the Department of Drinking Water & Sanitation, Ministry of Jal Shakti, Government of India, CGO Complex, New Delhi (hereinafter called DDWS(MoJS)) and Agency (selected Agency's name) [hereinafter called Agency].

WHEREAS:
the Agency has the required professional skill, personnel and technical resources, has offered to provide the services in response to the work order dated .............issued by the DDWS;

a. The DDWS has accepted the offer of the AGENCY to provide the services on the Terms of References (ToR) set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) Terms of References (ToR)  
       Annexure-I
   (b) Organizational Profile  
       Annexure-II

2. The mutual rights and obligations of the DDWS and the agency shall be as set forth in the Contract, in particular:

a. The agency shall carry out and complete the Services in accordance with provisions of the Contract; and
b. The DDWS shall make payments to the agency in accordance with provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

In the presence of:

Signed by:  
(For and on behalf of the DDWS of Drinking Water & Sanitation, Govt. of India)

Signed by:  
(Name And Address Of Selected Agency)

Witnesses:

(i)
1. GENERAL CONDITIONS OF CONTRACT:

1.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- **a.** "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- **b.** "DDWS" means Department of Drinking Water & Sanitation, Ministry of Jal Shakti, Govt. of India.
- **c.** "AGENCY" means NAME AND ADDRESS OF AGENCY that will provide the Services to the DDWS under the Contract.
- **d.** "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this Contract and the Annexure I & II.
- **e.** "Day" means calendar day.
- **f.** "Effective Date" means the date on which this Contract comes into force.
- **g.** "Government" means the Government of India
- **h.** "Party" means the "DDWS(MoJS)" or the AGENCY, as the case may be, and "Parties" means both of them.
- **i.** "Personnel" means professionals and support staff provided by the AGENCY assigned to perform the Services or any part thereof.
- **j.** "Services" means the work to be performed by the AGENCY pursuant to this Contract, as described in the ToR hereto.
- **k.** "Sub-AGENCY's" means any person or entity to whom/which the AGENCY subcontracts any part of the Services.
- **l.** "Third Party" means any person or entity other than the "DDWS", or the AGENCY.
- **m.** "In writing" means communicated in written form with proof of receipt.

1.2 Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "DDWS" and the AGENCY. The AGENCY, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.
1.4 **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

1.5 **Notices:**
1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the following address:


ii) (AGENCY): complete address of the selected Agency.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in Clause 1.5.1.

1.6 **Coverage:** All States and selected UTs.

1.7 **Taxes and Duties:** The AGENCY shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.8 **Fraud and Corruption:**
1.8.1 **Definitions:** It is the DDWS 's policy to require that DDWS as well as Agency to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the DDWS defines, for the purpose of this provision, the terms set forth below as follows:

i. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

iii. “collusive practices” means a scheme or arrangement between two or more AGENCY s, with or without the knowledge of the DDWS, designed to establish prices at artificial, noncompetitive levels;

iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.8.2 **Measures to be taken by the DDWS:**

[Signature]
The DDWS may, if it determines at any time that the AGENCY or Representatives of the AGENCY were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract,

a. terminate the Contract, and /or
b. declare the AGENCY ineligible, either indefinitely or for a stated period of time, to be awarded a contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT:

2.1 Effective Date of Contract: This ‘Contract’ shall come into force and effect on the date of execution/signing of ‘Contract’ by the ‘Parties’.

2.2 Commencement of Services: The AGENCY shall begin carrying out the Services not later than 2 days after execution of the Contract.

2.3 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within 2 days after execution, DDWS may, by not less than 7 days written notice to the other Party, declare this Contract to be null and void, and in such event, AGENCY shall have no claim against the DDWS with respect hereto.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause 2.3 or 2.8 hereof, this Contract shall expire at the end of 90 days after the Effective Date as specified in Clause 2.1 unless further extended by the DDWS.

2.5 Modifications or Variations: Any modification or variation of the Terms of References (ToR) of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.6 Force Majeure:

2.6.1 Definition
(a) For purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes,
lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies)
(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party (ii) any event which a diligent Party could reasonably have expected and taken into account at the time of conclusion of this Contract,
(c) Insufficiency of funds or non-availability of personnel.

2.6.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the Terms of References (ToR) of this Contract.

2.6.3 Measures to be taken:

a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

b. A Party affected by an event of Force Majeure shall notify the other Party of such even as soon as possible, and in any case not later than 7 days following occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the AGENCY, upon instructions by the “DDWS”, shall either:
   i. Demobilize; or
   ii. Continue with the Services to the extent possible, in which case the AGENCY shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

e. In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8.

2.7 Suspension: The “DDWS " may, by written notice, suspend all payments to the AGENCY hereunder, if the AGENCY fails to perform any of its obligations under this Contract, including carrying out of the Services, provided that such notice of
suspension shall (i) specify the nature of the failure, and (ii) allow the AGENCY to remedy such failure within a period not exceeding 7 days after receipt of such notice.

2.8 Termination:

2.8.1.1 Termination by the "DDWS": The "DDWS" may terminate this Contract in case of the occurrence of any of the events specified in following paragraphs (a) through (h) of this Clause:

a. If the AGENCY fails to remedy a failure in performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 7 days of receipt of such notice or within such further period as "DDWS " may have subsequently approved in writing.

b. If the AGENCY becomes insolvent or go into liquidation or receivership.

c. If the AGENCY fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.

d. If the AGENCY, in the judgment of the “DDWS”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

e. If the AGENCY submits to the "DDWS " a false Statement which has a material effect on the rights, obligations or interests of the "DDWS ".

f. If the AGENCY places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the DDWS.

g. If the AGENCY fails to provide the quality services as envisaged under this Contract. The Consultancy Selection Committee (CSC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services and for any such deficiency, the reasons for which shall be recorded in writing. The CSC may decide to give one chance to the AGENCY to improve quality of the services.

h. If, as a result of Force Majeure, the AGENCY is unable to perform a material portion of the Services for a period of more than 30 days.

i. If the "DDWS ", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.1.2 In such an occurrence the "DDWS " shall give a written notice of not less than 7 days for termination of the Contract.

2.8.2 Termination by the AGENCY:

The AGENCY may terminate this Contract, by not less than 15 days' written notice to the "DDWS ", in case of occurrence of any of the events specified in following paragraphs (a) through (d) of this Clause:
a. If the "DDWS" fails to pay any money due to the AGENCY pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within 30 days after receiving written notice from the AGENCY that such payment is overdue.

b. If, as the result of Force Majeure, the AGENCY is unable to perform a material portion of the Services for a period of not less than 15 days.

c. If the "DDWS" fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

d. If the "DDWS" is in material breach of its obligations pursuant to this Contract and has not remedied the same within 7 days or the period agreed by the AGENCY on receipt of the AGENCY's notice specifying such breach.

2.8.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the AGENCY’s obligation to permit inspection and copying of their records set forth in Clause 3.5 and 3.6 hereof, and iv) any right which a Party may have under the Law.

2.8.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the AGENCY shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.

2.8.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses 2.8.1 or 2.8.2 hereof, the "DDWS" shall make the following payments to the AGENCY:

a. If the Contract is terminated pursuant to Clause 2.8.1.1 (g) to (i) or 2.8.2, remuneration pursuant to Clause 6.3(h) hereof for Services satisfactorily performed prior to the effective date of termination;

b. If the agreement is terminated pursuant of Clause 2.8.1.1 (a) to (f), the AGENCY shall not be entitled to receive any agreed payments upon termination of the contract. However, the "DDWS" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the DDWS. Applicable under such circumstances, upon termination, the "DDWS" may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The AGENCY will be required to pay any such liquidated damages to "DDWS" within 15 days of termination date.

[Signature]
2.8.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (i) of Clause 2.8.1.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 7 days after receipt of notice of termination from the other Party, refer the matter as provided under Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the decision in the matter.

3. OBLIGATIONS OF THE AGENCY

3.1 General

3.1.1 Standard of Performance: The AGENCY shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate Personnel. The AGENCY shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "DDWS ", and shall at all times support and safeguard the "DDWS 's" legitimate interests in any dealing with Third Parties.

3.1.2 Performance Guarantee: The AGENCY shall furnish a performance security, in the form of Bank Guarantee for an amount equal to 5% of the total annual cost of the project, which shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations. The selected Agency shall have to submit the performance guarantee within 7 days of issue of letter of Award i.e before signing of the formal contract. In case the selected Agency fails to deposit the same in due time, it shall not be binding on DDWS(MoJS) to award the work to the said Agency and the EMD deposited by the Agency will be forfeited.

3.2 Conflict of Interests: The AGENCY shall hold the "DDWS 's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during period of this contract, a conflict of interest arises for any reasons, the AGENCY shall promptly disclose the same to the DDWS and seek its instructions.

3.2.1 AGENCY and Affiliates Not to Engage in Certain Activities: The AGENCY agrees that, during term of this Contract and after its termination, the AGENCY and any entity affiliated with the AGENCY shall be disqualified from providing services resulting from or directly related to the AGENCY's Services for the preparation or implementation of the project.

3.3 Confidentiality: The knowhow generated from the Project would be the property of the 'DDWS '. Except with prior written consent of the "DDWS ", the AGENCY and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in course of the Services, nor shall the AGENCY and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

[Signature]
3.4 Subcontracts: the AGENCY should execute the ‘Services’ through its own technical manpower and will not outsource the job, completely or partially, through any other Agency.

3.5 Documents Prepared by the AGENCY to be the Property of the “DDWS”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the AGENCY for the “DDWS” under this Contract shall become and remain the property of the “DDWS “, and the AGENCY shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “DDWS “, together with a detailed inventory thereof.

4. AGENCY’s PERSONNEL:

4.1. Description of Personnel: The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the AGENCY’s Key Personnel are as per the AGENCY’s proposal.

4.2. Removal and/or Replacement of Personnel:

a. If, for any reason beyond reasonable control of the AGENCY, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the AGENCY shall forthwith provide as a replacement a person of equivalent or better qualifications.

b. If the “DDWS “ (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with performance of any of the Personnel, then the AGENCY shall, at the “DDWS ‘s written request specifying the grounds therefore, forthwith provide appropriate replacement by a person with equivalent or better qualifications and experience.

4.3 The AGENCY shall nominate a Team Leader for the period of the assignment who will not be changed during the course of the assignment.

5.1 OBLIGATIONS OF THE “DDWS “:

5.1.1 Assistance and Exemptions: The “DDWS “ shall provide to the AGENCY any such assistance as may be appropriately required in connection with the assignment, such as issue of instructions to the concerned officials of Government/organization, as may be necessary or appropriate for the prompt and effective performance of the Services.

5.1.2 Payment: In consideration of the Services performed by the AGENCY under this Contract, the “DDWS “ shall make to the AGENCY such payments and in such manner, as is provided by Clause 6 of this Contract.

5.2 Deliverables: Final report
5.2.1 **Soft copy** of the entire data collected by the Agency/Organization during the field project in the States/UTs.

5.2.2 **PPT presentation** on the draft report.

5.2.3 **Final report** incorporating the suggestions / additional information as desired by the DDWS. Final report should be systematic with contents such as Background, Executive Summary, Assessment report and analysis, Recommendation, Conclusion and References. Twenty (20) hard copies with coloured print of the Final Report and its soft copy (*word and pdf format in pen drive*) are to be delivered. 

   *[The selected Agency has to start the work immediately after the project is awarded and each of the deliverables should be completed in accordance with the stipulated time frame.]*

5.2.4 Any hardware/equipment, purchased by the agency for the conduct of this documentation and Emailing of Swachh Aabhar letters utilising the DDWS’s fund has to be returned to the DDWS.

6. **PAYMENTS TO THE AGENCY**

6.1 **Total Cost of the Services**

   a. The cost of the Services payable (inclusive of all taxes, service charges etc.) will be based on the number of emails actually sent by the agency to the recipients as per the **AGENCY**’s proposal to the DDWS and as negotiated thereafter.

   b. Except as may be otherwise agreed under Clause 2.5 and subject to Clause 6.3, payments under this Contract shall not exceed the amount specified in Clause 6.1(a).

6.2 **Currency of Payment**: All payments shall be made in Indian Rupees.

6.3 **Terms of Payment**: 

The agency shall submit the invoice for payment when the payment is due as per the agreed terms.

The **AGENCY** shall submit their monthly bills on the basis of actual number of emails sent to the recipients, along with requisite deliverables as specified in this Contract. The DDWS shall release the requisite payment upon acceptance of the deliverables. However, if the DDWS fails to intimate acceptance of the deliverables or its objections
thereafter, within 30 days of receipt of it, the DDWS shall release the payment to the agency without further delay.

a. Final Payment: The final payment shall be made only after acceptance of all the deliverables as indicated in the TOR. The Services shall be deemed completed and Report finally accepted by the 'DDWS' unless the 'DDWS' gives a written notice to the 'AGENCY' specifying in detail deficiencies in the 'Services', within 30 days of receipt of final Report and relevant documents. The 'AGENCY' shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

b. For the purpose of payment under Clause 6.3 (d) above, acceptance means: acceptance of the deliverables by the DDWS after submission by the AGENCY.

c. If the deliverables submitted by the AGENCY are not acceptable to the DDWS, the DDWS shall not release payment due to the AGENCY. This is without prejudice to the DDWS's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the AGENCY only after it re-submits the Report and is accepted by the DDWS.

d. All payments under this Contract shall be made to the account of the AGENCY.

e. With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the AGENCY of any obligations hereunder, unless the acceptance has been communicated by the DDWS to the AGENCY in writing and the AGENCY has made necessary changes as per the comments / suggestions of the DDWS communicated to the AGENCY.

f. In case of early termination of the contract, the payment may be made to the AGENCY on pro-rata basis in respect of the services, which are found to be useful to the DDWS.

7. FAIRNESS AND GOOD FAITH

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

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this
Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 15 days following the response of that party, clause 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the DDWS and the AGENCY, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of sole arbitrator appointed by the Secretary of the DDWS of Jal Shakti (Drinking Water & Sanitation). The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrator shall be shared equally by the DDWS and the AGENCY. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES:

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the AGENCY party agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract.

9.3 The liquidated damages shall be applicable under following circumstances:
a. Penalty @ 5% of the released amount will be imposed on the 
AGENCY in the event of the delay up to 15 day in submission of 
Report as per schedule until extended by the DDWS and after two 
months additional penalty @ 1% for each fortnight period.
b. If the Report is not acceptable to the DDWS as mentioned in 
Clause 6.3 (d), and defects are not rectified to the satisfaction of 
the DDWS within 15 days of the receipt of the notice, the AGENCY 
shall be liable for Liquidated Damages for an amount equal to 1% 
of released amount for every fortnight or part thereof for the delay.

The Secretary, DDWS(MoJS) will be the authority for waiving of penalty.

I. MISCELLANEOUS PROVISIONS:
b. "Nothing contained in this Contract shall be construed as 
establishing or creating between the Parities, a relationship of 
master and servant or principal and agent.
c. Any failure or delay on the part of any Party to exercise right or 
power under this Contract shall not operate as waiver thereof.
d. The AGENCY shall notify the DDWS of any material change in their 
status, in particular, where such change would impact on 
performance of obligations under this Contract.
e. The AGENCY shall at all times indemnify and keep indemnified the 
DDWS/Government of India against all claims/damages etc. for 
any infringement of any Intellectual Property Rights (IPR) while 
providing its services under the Project.
f. The AGENCY shall at all times indemnify and keep indemnified the 
DDWS/Government of India against any and all claims by 
Employees, Workman, agent(s), engaged or otherwise working for 
the AGENCY, in respect of wages, salaries, remuneration, 
compensation or the like.
g. All claims regarding indemnity shall survive the termination or 
expiry of the Contract.
h. It is acknowledged and agreed by all Parties that the staff employed 
for the project are not employees of DDWS and there is no 
representation of any type, implied or otherwise, of any absorption, 
regularization, continued engagement or concession or preference 
for employment of persons engaged by the AGENCY for any 
engagement, service or employment in any capacity in any office or 
establishment of the Government of India or the DDWS.
The following information NAME OF SELECTED AGENCY is to be submitted for record

A: ORGANISATION PROFILE
(All boxes are to be filled)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Organization</td>
</tr>
<tr>
<td>2</td>
<td>Name and Designation of Contact Person</td>
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<tr>
<td>3</td>
<td>Postal Address of the Organization (with pin code) (with pin code)</td>
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<tr>
<td>4</td>
<td>Telephone Number with STD code</td>
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<td>5</td>
<td>Mobile No. of Contact Person</td>
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<tr>
<td>6</td>
<td>E-mail Address of Contact Person</td>
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<tr>
<td>7</td>
<td>Name and Designation of Head of the Organization responsible for the project</td>
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**Establishment Details**

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<tr>
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<tbody>
<tr>
<td>a.</td>
<td>Details of office space (in sqft)</td>
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<td>b.</td>
<td>Year Established</td>
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<tr>
<td>c.</td>
<td>Type of Organization</td>
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<td>d.</td>
<td>Financial strength of the Organization</td>
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**Turnover (in Crore)**

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<th>2018-19</th>
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B. Details of Team Leader and Professionals/Members for this project

(A) Team Leader

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Contact details</th>
<th>Educational Qualifications (With Stream)</th>
<th>Area of Expertise</th>
<th>Years of Experience</th>
<th>Projects handled</th>
<th>Position in the Agency</th>
<th>Projects handled</th>
<th>Working with Agency, since (years)</th>
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(B) Team members

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<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Educational Qualifications (With Stream)</th>
<th>Years of Experience in IT projects</th>
<th>Position in the Agency</th>
<th>Working with Agency, since (years)</th>
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CERTIFICATE BY HEAD OF ORGANIZATION

It is certified that:

1. The information given above is TRUE to the best of my knowledge. The organization shall stand liable for any information given above which is later found to be FALSE, including the forfeiture of any payment due to it.
2. The professionals, staff, equipment and all requisite infrastructural facilities mentioned in this bid shall be made available for this project in due time.
3. The establishment/office is fully equipped to handle this assignment and would implement this project.
4. I am competent to sign this Certificate.

Date: ______________________

Authorized Signatory

Place: ______________________

Name:

Designation:

Seal of the Organization

[Signature]
8.

STANDARD FORMATS FOR THE TECHNICAL PROPOSAL
Format – 1

(Cover letter for submission of Technical and Financial Bids)

Engagement of an Agency for Emailing of Swachh Aabhar letters for Department of Drinking Water and Sanitation, Ministry of Jal Shakti

FORMAT FOR LETTER OF PROPOSAL

Ref. No. Date:

To,

The Under Secretary (IEC)
Department of Drinking Water and Sanitation
12th Floor, Pt. Deendayal ‘AntyodayaBhawan’
CGO Complex, LodhiRoad,New Delhi - 110003

Subject: Proposal for "Engagement of an Agency for Emailing of Swachh Aabhar letters for Department of Drinking Water and Sanitation, Ministry of Jal Shakti"

Sir,

With reference to your RfP document ----------- dated...............on the subject cited above, we wish to apply for Engagement of an Agency for Emailing of Swachh Aabhar letters for Department of Drinking Water and Sanitation, Ministry of Jal Shakti. In this connection, the following documents are submitted:-

1. TECHNICAL BID containing the following documents along with the self-signed supporting documents:

   i. Letter of Proposal submission (format-1)
   ii. tender acceptance letter (Format-2)
   iii. Information Sheet (Format-3)
   iv. Anti-collusion certificate (Format-4)
   v. Financial capability of the bidder (Format-5)
   vi. Methodology proposed (Format-6)
   vii. Proposed Team Composition (Format – 7).
viii. Check list for the eligibility (Format-9)
ix. Scan copy of EMD (original has been submitted separately)

2. **FINANCIAL BID** (submitted at cpp portal)

Enclosures: as above

Yours faithfully,

---

Signature of Authorized Signatory

Name:
Designation:
[Please affix rubber stamp]

[Signature]

[Handwritten Signature]
FORMAT FOR TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Under Secretary (IEC)
Department of Drinking Water and Sanitation
12th Floor, Pt. Deendayal ‘AntyodayaBhawan’
CGO Complex, LodhiRoad,New Delhi - 110003

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: - Engagement of an Agency for Emailing of Swachh Aabhar letters for Department of Drinking Water and Sanitation, Ministry of Jal Shakti

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site namely www.eprocure.gov.in as per your advertisement, given in the www.mdws.gov.in and www.eprocure.gov.in.

2. I / We hereby certify that I / we have read the entire pages of the RfP documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) if any, issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or
summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours’ faithfully,

Signature of Authorized Signatory

Name:

Designation: [Please affix rubber stamp]

[Signature]
INFORMATION SHEET FROM AGENCY

For Submission Of Application for Engagement of an Agency for Emailing of Swachh Aabhar letters for Department of Drinking Water and Sanitation, Ministry of Jal Shakti

INFORMATION SHEET

<table>
<thead>
<tr>
<th>SI</th>
<th>Particulars</th>
<th>Details</th>
<th>Remark, if any</th>
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<tbody>
<tr>
<td></td>
<td>AGENCY GENERAL DETAILS</td>
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<tr>
<td>1</td>
<td>Name of bidding Agency/Firm/Organization:</td>
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<tr>
<td>2</td>
<td>Type of Organization:</td>
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<td>3</td>
<td>Headquarter:</td>
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<td>4</td>
<td>Main areas of business:</td>
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<td>5</td>
<td>Addresses for Correspondence:</td>
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<tr>
<td>6</td>
<td>Contact person:</td>
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<td>7</td>
<td>Contact number:</td>
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<td>8</td>
<td>Email id:</td>
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<td>9</td>
<td>Date &amp; Place of incorporation / registered bidder (enclose copy of relevant document):</td>
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<td>10</td>
<td>Whether the firm has been blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous? If yes, details thereof.</td>
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<tr>
<td>11</td>
<td>Location of offices in other parts of India:</td>
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<table>
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<tr>
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<th>Particulars</th>
<th>Details</th>
<th>Remark, if any</th>
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<tbody>
<tr>
<td></td>
<td><strong>(B) Experience of Agency/Firm/Organization:-</strong></td>
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<tr>
<td>1.</td>
<td>Number of years' experience in consultancy (Since the year of successfully completion of first assignment)</td>
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<tr>
<td>2.</td>
<td>Number of Similar works carried out for Government (Central/State) during last 3 years</td>
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<tr>
<td>3.</td>
<td>Number of Similar works carried out for Private sectors during last 3 years</td>
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<td><strong>(C) Qualification and experience of the proposed Team:</strong></td>
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<tr>
<td>1.</td>
<td>Team leader Educational Qualification Work experience (in years)</td>
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<tr>
<td>3.</td>
<td>Team members Educational Qualification Work experience (in years)</td>
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<td></td>
<td><strong>(D) Annual Financial strength of agency:</strong></td>
<td></td>
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<tr>
<td>i.</td>
<td>Average Annual Turnover figure (Rs. in Lakhs) for last three years</td>
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<tr>
<td>ii.</td>
<td>In case, it is a private entity / firm, is it a profit making entity during each of the last three years.</td>
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</table>

*No box in the above table is to left blank without mentioning the proper justification in Remarks column.

Date:

Signature of Authorized

Name:

Designation:

[Please affix rubber stamp]
FORMAT FOR ANTI-COLLUSION CERTIFICATE
(On the letter head of the bidder)

We hereby certify and confirm that in the preparation and submission of our proposal for the Assignment "Engagement of an Agency for Emailing of Swachh Aabhar letters for Department of Drinking Water and Sanitation, Ministry of JalShakti", we have not acted in concert or in collusion with any other bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant proposal.

Date:

Signature of Authorized Signatory:
Name:
Designation:
[Please affix rubber stamp]
Name of the Agency:

[Signature]
<table>
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<th>S. No.</th>
<th>Financial Year</th>
<th>Whether profitable Yes/No</th>
<th>Annual net profit</th>
<th>Overall annual turnover</th>
<th>Annual turnover from only Consultancy services rendered in India</th>
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<td>2017-18</td>
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<td>3</td>
<td>2018-19</td>
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</table>

**AVERAGE OF THE ABOVE**

Note: Agencies are required to enclose auditor’s certificate in support of their claim.

**Financial Capability of the Bidder**

Date: 

Signatory: 

[Signature]

Signature of Authorized Name: 

Designation: 

[Please affix rubber]

Name of the Agency:
"METHODOLOGY PROPOSED"

Engagement of an Agency for Emailing of Swachh Aabhar letters for Department of Drinking Water and Sanitation, Ministry of Jal Shakti

Format for furnishing details about Approach & Methodology of Documentation and Emailing of Swachh Aabhar letters

1. Understanding about the project by the Agency (Maximum 500 words):
2. Approach (500 words)
3. Methodology of Documentation and Emailing (Details of methodology proposed to be adopted for various aspects of the project namely Documentation and Emailing of Swachh Aabhar letters to the actual recipients, to be provided here).

Date:

Signature of Authorized Signatory

Name:

Designation:

[Please affix rubber stamp]
**Engagement of an Agency for Emailing of Swachh Aabhar letters for Department of Drinking Water and Sanitation, Ministry of Jal Shakti**

**Format** for furnishing details about **Team Composition** (Key personnel proposed to be engaged in the project)

1. Name of Agency:
2. No. of full time professional staff available with the agency:
3. Team composition proposed for the project:

### (A) Team Leader

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Educational Qualifications (With Stream)</th>
<th>Area of Expertise</th>
<th>Years of Experience</th>
<th>Projects handled</th>
<th>Position in the Agency</th>
<th>Working with Agency, since (years)</th>
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### (B) Team members

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Educational Qualifications (With Stream)</th>
<th>Years of Experience in the areas of present project</th>
<th>Position in the Agency</th>
<th>Working with Agency, since (years)</th>
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* Separate sheet for the team members are to be furnished as per the format (**)。

Date: 

Signatory

Signature of Authorized

Name:
Designation:
[Please affix rubber stamp]
Engagement of an Agency for Emailing of Swachh Aabhar letters for Department of Drinking Water and Sanitation, Ministry of Jal Shakti

Details of proposed staff

Format for furnishing details of team members proposed to be engaged in the project

(Separate sheet for each staff proposed to be engaged)

1. Name:
2. Date of Birth:
3. Educational Qualification:
4. Experience:
5. Position held, starting with the latest position:
6. Position assigned in the proposed project; and duration:

Date:

Signature of Authorized Signatory
Name:
Designation:
[Please affix rubber stamp]

[Signature]
CERTIFICATE FOR FINANCIAL PROPOSAL

To,

The Under Secretary (IEC)
Department of Drinking Water and Sanitation
4th Floor, Pt. Deendayal ‘AntyodayaBhawan’
CGO Complex, LodhiRoad, New Delhi - 110003

Dear Sir/Madam,

I submit the Price Bid for the documentation and Emailing of Swachh Aabhar letters namely “Engagement of an Agency for Documentation and Emailing of Swachh Aabhar letters for Department of Drinking Water and Sanitation, Ministry of JalShakti”.

2. I have thoroughly examined and understood all the terms and conditions as contained in the RfP document, and agree to abide by them.

3. I offer to work at the rates as indicated in the price bid schedule uploaded on CPP Portal inclusive of all applicable taxes (including all the taxes).

Encl: as above

Date:

Signature of Authorized Signatory

Name:

Designation:

[Please affix rubber stamp]

[Signature]

[Name]
<table>
<thead>
<tr>
<th>S. NO.</th>
<th>PARAMETERS</th>
<th>YES or NO</th>
<th>Remark / Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) i.</td>
<td>Minimum of 3 years of experience in Monitoring and Evaluation of programmes of Govt. Sponsored schemes.</td>
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<td>ii.</td>
<td>Thorough experience in Information &amp; Technology field</td>
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<td>iii.</td>
<td>Successfully carried at least three (3) similar studies at the National / State level,</td>
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<td>iv.</td>
<td>Sufficient qualified personnel, and resources to accomplish all the elements of the Scope of Work.</td>
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<td>v.</td>
<td>In case, it is a private entity / firm, is it a profit making entity during each of the last three years.</td>
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<td>vi.</td>
<td>Average annual turnover of at least Rs. 30 Lakhs each in last 3 preceding financial years (2016-17, 2017-18 and 2018-19).</td>
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<td>vii.</td>
<td>Has 24X7 trouble shooting facility when work in progress.</td>
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</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Team leader: (One)</th>
<th>Minimum requirement from the proposed team composition</th>
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</thead>
<tbody>
<tr>
<td>i.</td>
<td>At least 5 years of experience in similar kind of work</td>
</tr>
<tr>
<td>ii.</td>
<td>At least graduate degree preferably in Information &amp; Technology subjects</td>
</tr>
<tr>
<td>iii.</td>
<td>Experience of working with Central/State/PSU projects for at least 5 years</td>
</tr>
<tr>
<td>iv.</td>
<td>Handled at least 3 projects, out of which Two must be as a team leader.</td>
</tr>
<tr>
<td>v.</td>
<td>Working with the Agency since last Two years</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Team Members (at least 25)</th>
<th>Minimum requirement from the proposed team composition</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Have at least 2 years of experience in the areas of present project</td>
</tr>
<tr>
<td>ii.</td>
<td>At least a graduate</td>
</tr>
<tr>
<td>iii.</td>
<td>Working with the Agency since last one year</td>
</tr>
</tbody>
</table>

Date:  

Signature of Authorized Signatory  
Name:  
Designation:  
[Please affix rubber stamp]  
Name of the Agency