

(An Autonomous body under Department of Information Technology, Govt. of Jharkhand)
Ground Floor, Engineer's Hostel - I, Near Golchakkar, Dhurwa, Ranchi, Jharkhand
Phone. 0651-2401040, 2401067 Fax.- 0651-2401040

Letter No.....769.....

Ranchi, Dated28/03/19...

From,

Chief Executive Officer,
JAP-IT, Ranchi, Jharkhand.

To,

All Add. Chief Secretary/Principal Secretary/Secretary/
Head of State Agencies/All Deputy Commissioners,
Govt. of Jharkhand.

Sub.: "Rate Contract with empanelment of agencies for supplying of consultant to various Departments / Agencies of the State Government" through JAP-IT Tender No.: JAPIT/CONSULTANT/01/2016.

Ref: JAP-IT Letter No 2807 dated 08/09/2017

Sir/Madam,

With reference to above captioned subject, this is to inform that JAP-IT has entered into a rate contract for consultant under various categories.

Details of post along with qualification, list of empaneled service provider under various categories, post-wise finalized empaneled rate (without tax), and contact details of empaneled vendors, validity of agreement under Tier-I category are enclosed with this letter. Details are as under:

1. Annexure-I- General Conditions of Contract
2. Annexure-II Scope of Work
3. Annexure-III Terms and Conditions of Contract
4. Annexure-IV Required Resource Profiles
5. Annexure-V- Empanelled Rate Against Various Posts
6. Annexure-VI -List of Empanelled Agency, Contract Validity Contract Details etc.

Work-order for consultant listed under Annexure-V could be given directly by any Government offices to the empaneled service providers. Hiring authority will be responsible towards verification of hired consultant, compliances of service provider/hired consultant, payment to service provider etc. At the time of actual payment, payable value will be calculated based on applicable/prevailing tax at that time.

This document along with the signed agreement could be downloaded from the circular tab under the website www.jharkhand.gov.in/japit1.

This is for your kind information.

Encl. : As above.

Your's faithfully,

[Signature]
Chief Executive Officer,
JAP-IT, Ranchi.

Memo No.....769.....

Ranchi, Dated...28/03/19...

Copy to : Wipro Ltd./PricewaterhouseCoopers Pvt. Ltd./Ernst and Young LLP for information and necessary action.

[Signature]
Chief Executive Officer,
JAP-IT, Ranchi.

EMPANELMENT OF VENDORS

1. The vendor should not assign or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment and forfeiture of Security Deposit.
2. The empanelment will be initially for **a period of two years**, which can be extended through mutual consent for a further period of one year or more.
3. In the event the vendor's Company or the concerned division of the Company is taken over / bought over by another company, all the liabilities, obligations and execution responsibilities under the agreement with JAP-IT, should be passed on for compliance by the new company.
4. All empanelled vendors have to agree for honoring all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by JAP-IT.
5. During empanelment period if the agency's name got changed due to acquisition, amalgamation etc., and agency must inform JAP-IT with all required documents within one month of its name change. Failing which the empanelment will be cancelled and EMD/BG forfeited.
6. In case the empanelled vendor/empanelled bidder is found in-breach of any condition(s) of work order, at any stage during the course of project deployment period, the legal action as per rules/laws will be taken
7. JAP-IT may, at any time, terminate the empanelment by giving written notice to the empanelled vendor without any compensation, if the empanelled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to JAP-IT.
8. Any default or breach in discharging obligations under this tender by the selected vendor while rendering services / supplies to JAP-IT, shall invite all or any actions / sanctions, as the case may be, including forfeiture of EMD, security deposit stipulated in this tender document. The decision of JAP-IT arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by vendor/empanelled bidder to bring pressure of any kind, may disqualify the vendor/empanelled bidder from the present tender and the vendor/empanelled bidder may also be liable to be debarred from bidding for JAP-IT tenders in future for a period of at least three years.
9. JAP-IT reserves the right to modify and amend any of the stipulated condition/criterion given in this tender, depending upon project priorities vis-à-vis urgent commitments.
10. In case the empanelled vendor/empanelled bidder is found in-breach of any condition(s) of tender or work order, at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.

(R)

Towards e-governance initiatives, JAPIT empanelled agencies to provide technical manpower to assist in ICT applications development, rollout, training and maintenance activities.

- 2.1** Educational Qualifications and Experience of the technical consultant being supplied by the Agency to be deployed are indicated in **Annexure IV**.
- 2.2** The technical consultant being provided by the agency under various resource categories will work under the supervision of any Jharkhand State department/Agency.
- 2.3** Empanelled Agencies will work for on-going/new projects. Such work will be for a definite period and will not amount to any kind of employment obligation on the part of JAPIT.
- 2.4** The performance and discipline of the resources provided by the bidder should be ensured by the agency.
- 2.5** Regular progress reporting and review of the same with the concerned JAPIT/Department nominated officer/project co-ordinator will be an integral part of the responsibility of the agency.
- 2.6** Timely production of quality output will be an overarching responsibility of the empanelled agencies.
- 2.7** The Project plan including scope of work, job requirements, time lines and resource requirements shall be finalized by the concerned division at Department/office. These resources shall be engaged as per the requirements of the project.

2.8 Key routes of engagement :-

- 2.8.1 Man Month basis :-** The hiring of consultant shall be on man month basis to carry out the IT related work such as consultancy, s/w development, networking etc. work or other responsibilities as per the requirement under various projects by different Government Department/Agencies.

2.9 Admissible TA/DA Rates

The empanelled agencies will provide service all over Jharkhand State. No TA/DA is admissible to the deployed resources for the first posting on the project. However, if a resource has to undertake a tour in the interest of the project with the prior approval of JAP-IT / User project head (as per the travel approval procedures of JAP-IT/User Department), then JAP-IT/User Department will reimburse the agency to and from travelling ticket and travelling Allowance (TA) as per admissibility.

2.10 Responsibilities of the Agency

1. Deploy qualified, skilled and good conduct personnel.
2. The consultant required is to be deployed by the Agency within two weeks of issue of the work order or as specified in the work order
3. Provide detailed reports of extension of these consultants along with letter no, date etc. as and when required. JAPIT will provide the Report Format to the Selected Bidder as when required.
4. Provide reports like list of personnel deployed per month, department wise etc as and when required.



5. The agency is liable for damages on account of any violation by the employees deployed under the Information Technology Act and other prevalent laws of the country.
6. Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken.
7. In case, the person employed by the Agency commits any act of omission /commission that amounts to misconduct/indiscipline/incompetence, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work / project and any other necessary action as required by JAP-IT and provisions of the legal framework of the country.
8. The Agency shall replace immediately any of its personnel who is found unacceptable to this department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from JAP-IT.
9. Background verification:
 - a. All the consultants deployed by the agency may be subjected to proper background verification check for Date of Birth, Educational Qualifications, experience and police verification of antecedents. The background check of candidate provided by agency will be carried out by Empanelled agency and will give the undertaking. Any deeds /misleads/ legal/illegal action of resource supplied is the responsibility of Empanelled Agency.
 - b. The agency shall submit the background verification report as mentioned above for each consultants to be deployed on the project on acceptance of the work order;
10. Liability of the Agency:

Agency shall be liable for all acts of omissions and commission by its employees deployed under this empanelment and JAP-IT shall stand insulated against aggrieved third-party complaints against any civil or criminal actions of the service provider or its employees.



3.1 Terms of Engagement

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

1. The technical consultant to be deployed should have educational qualification and experiences as per **Annexure-IV**.
2. JAPIT will require this information for a professional before her/his engagement.
3. JAPIT will also ask the agency to submit the Salary certificate of the technical consultant hired using this tender at any time to compare it with the actual salary being paid to the technical consultant. The salary should be paid by 7th of the every month to the hired consultant by the agency even if delay in raising bill by them or delay in payment by JAPIT.
4. The Service Provider has to submit a report of payments made along with the date of payment and proof of receipt of payment made to the deployed consultant for each month to the JAPIT along with the next month's invoice.
5. JAP-IT will not reimburse any amount towards Provident fund, Gratuity, Employees Insurance or Bonus. These issues must be settled between the empanelled agencies and the consultant supplied by them from time to time as per the government rules and regulations.
6. The empanelled agency would deploy one Managerial Staff/Coordinator for coordinating administrative procedures exclusively for JAP-IT for every 25 resource level consultant deployed by the agency through various work orders issued under JAP-IT.
7. Once JAPIT receives a Consultant requirement request from the Department, JAPIT will allow the agency a period of one month to provide the resource.

3.2 Test of skills by JAPIT prior to engagement:

In order to ensure that the consultant provided by the Service Provider to the Government Departments/Agencies possess the required technical qualifications and skills, it shall be open to take interview and/or written test, after JAP-IT recommendations, the candidates forwarded by the service provider may be engaged to any department.

3.3 Panel of candidates –

JAP-IT will ask for list of candidates in 1:3 ratio (i.e. against one post list of three candidates will be provided by the service provider) from one or many empanelled agencies. Based on interview and/or written test, JAP-IT/department will prepare a panel list of candidates valid for at least 03 months from such interview. Based on the panel list of candidates and requirement JAP-IT/department may issue the work-order to the respective empanelled Agency. Preference will be given to the agency that is fulfilling the entire requirement against any requisition from Govt. Department/Agency.

3.4 Contract Period Extension of deputed consultant

The deputed consultant on extension after one year may be facilitated with increment of 5% of the approved rate. Increment could not be considered as mandatory for extension. Decision of JAP-IT will be final in this regard.



3.5 Minimum period of deputation

The minimum period of deputation/engagement of any consultant will be as per project requirement.

3.6 Leave of Engaged Manpower

Manpower will be entitled for Leave only as per State Govt. Rules. However, they may have to work on weekly off day/holidays as per the requirement.

3.7 Security Deposit and Performance Bank Guarantee

1. In the case of Bidders whose tender bids are accepted for empanelment, bidders shall be required to give Security Deposit for the equivalent amount of EMD within 15 days of receipt of LoI in this regard. Security Deposit will be in the form of Bank Guarantee (BG) of any Nationalized / Scheduled bank drawn in favour of CEO, JAP-IT, Ranchi, payable at Ranchi, valid beyond three months of the empanelment period. In case of default by the vendor on non-acceptance of the work orders, this security deposit will be forfeited and empanelment will be cancelled. The BG will be released after the empanelment or execution of all pending Work Orders whichever is later.
2. In case of extension of empanelment the validity of Security Deposit should be extended accordingly or a fresh Security Deposit valid beyond three months of the extended empanelment period should be provided within 15 days of extension.

3.8 Intellectual Property Rights

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

the Services. Notwithstanding the delivery of any Reports, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not JAP-IT Information reflected in them). Upon payment for the Services, JAP-IT may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

3.9 Confidentiality

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

3.10 PLACING OF WORK ORDERS

1. Jharkhand State Department/ Agency/JAP-IT may place the work orders to the empanelled agencies for its own requirement or for its projects on behalf of its clients.
2. The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work order may be placed to anyone of the empanelled agency; more than one depending on the requirement.
3. Objection, if any, to the Work Order must be reported to Jharkhand State Department/ Agency/JAP-IT by the service provider within seven (7) working days, counted from the Date of receipt of Work Order by service provider, otherwise it is assumed that the service provider has accepted the Work Order in totality. This is only applicable in case of electronic publishing / delivery /receipt of Work Order.
4. After receiving the Work Order, if any amendment is requested by the service provider or done by JAP-IT, the implementation period will be calculated from the amendment date and not from the original Work Order date.
5. Work order will be placed on the empanelled vendor in hardcopy format or in softcopy mode, either through e-mail containing the scanned copy of the Work order.

3.11 PENALTY CALCULATION PROCESS

Any delay in deployment of consultant in stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite penalty at the rate of 1.00% of the order value per week of the delay with a maximum limit of 10% of the value of the Work Order.

If the delay is such that the delay penalty has reached a value of more than 10% of the order value, JAP-IT will have the option to cancel the order and award the work to any other empanelled agency without any compensation to the agency which delayed the completion of the work and get the work done from any other source at the risk and cost of such defaulting agency. The defaulting Agency shall also ensure Knowledge Transfer to new agency. Knowledge Transfer period will be decided by JAP-IT, maximum up to 10 working days.

The EMD/Security Deposit OR the Performance bank Guarantee submitted by the agency may be forfeited and empanelment cancelled.

Defaulting agency may be de-barred from participating in any JAP-IT Tender for a period of 3(three) years.



3.12 PAYMENT PROCESS

1. A pre-receipted bill (**three copies**) in the name of JAP-IT, along with a certificate of satisfactory performance (Monthly performance report) from the JAP-IT / User project coordinator for the project will have to be submitted for each of the hired consultant resource as mentioned in the work order issued to the agency.
2. An invoice will contain the items ordered under one Work order only. Bill / Invoice shall not be combined for more than one work order.
3. Payments shall be subject to deductions of any amount for which the vendor is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.
4. Payments will be made at the end of each month for the period of engagement.
5. All payments will be made as per State Govt. guideline.
6. In case the submission of bills to JAP-IT, along with the necessary documents i.e. Performance Reports etc., is delayed by the Vendor/Agency beyond 30 days from the date of issue of Performance Report / Milestone Completion Report etc entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective Vendor/Agency so that JAP-IT is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due to respective Vendor/Agency.

Penalties will be levied when there is delay/fault on part of vendor.

No penalty will be levied for the delay caused by User Department or JAP-IT.

3.13 Limitation of Liability

1. Consultant or on part of any person or company acting on behalf of the Consultant in carrying out the services, the Consultant, with respect to damage caused by the Consultant to end User / JAPIT, shall be liable to end User /JAP-IT.
 - i. Notwithstanding any other provision of the Contract, in no event shall either Party shall be liable to the other party for indirect, incidental, special, punitive or consequential damages of any nature (collectively consequential damages), including, but not limited to, loss of use, loss of revenue, or loss of income, whether arising in contract, tort (including negligence) or other legal theory, even if the possibility of such damages is known at the time of the execution of this Contract.
 - ii. for any direct loss or damage only to the extent of
 - A. The total payments payable under this contract to the Consultant.
 - OR
 - B. The proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability,

Whichever of (A) or (B) is higher.

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

Any law applicable in India and Jharkhand in respect of liability will be applicable.



2. Either party will accept liability without limit. For death or personal injury caused to the order party by its negligence or the negligence of its employees acting in the course of their employment.
3. Any other liability which by law either party cannot exclude. This does not in any way confer greater rights than what either party would otherwise have at law.
4. The contract does not contemplate any consequential, indirect, loss profit, claim for tort or similar damages of any form to be paid by the bidder to JAP-IT or any other organizations. Notwithstanding anything to the contrary contained in this contract, in no event will the bidder be liable to JAPIT, whether a claim be in tort, contract or otherwise.
5. For any amount in excess of 100% of the total professional fees payable for the respective project provided that this limitation shall not apply to any obligation of bidder to indemnify to JAP-IT with respect to intellectual property right infringement.

3.14 Indemnity

1. The empanelled agency will indemnify JAPIT and its client organizations of all legal obligations of its professionals deployed for JAP-IT/JAP-IT projects.
2. JAP-IT and its Clients also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.

3.15 Labour Laws

1. The vendor shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws in respect of the consultant employed thereof.
2. The vendor shall be solely responsible for the payment of wages to the deployed
3. The vendor shall duly maintain a register giving particulars of the deployed consultant, nature of work, rate of wages, etc.
4. The vendor shall also ensure compliance to the following labour legislations:
 - (i) Minimum Wages Act *
 - (ii) Employees Provident Fund Act *
 - (iii) Employees State Insurance Act *
 - (iv) Workmen's Compensation Act, if the ESI Act does not apply *

*Applicable as per respective state

5. The vendor shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time shall it be the responsibility of JAP-IT.
6. The vendor shall indemnify JAP-IT/department against any liability incurred by JAP-IT/department on account of any default by the vendor or manpower deployed by it.
7. Neither the vendor nor his workmen can be treated as employees of JAP-IT for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of JAP-IT. The vendor or its workmen shall not at any point of time have any claim whatsoever against JAP-IT.



8. If the User Department / JAP-IT so recommends, a deployed resource must be replaced by the vendor within a period of 10 working days.

3.16 Termination for Insolvency

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

3.17 Force Majeure

1. Notwithstanding the provisions of the tender, the bidder shall not be liable for forfeiture of his performance guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purposes of the above Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of JAP-IT, either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the qualified bidder shall promptly notify JAP-IT, in writing of such conditions and the cause thereof. Unless otherwise directed by JAP-IT, in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 Days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
5. The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

3.18 Termination for Default

Default is said to have occurred

- a) If the vendor fails to accept the Work Orders
- b) If the vendor fails to deliver any or all of the services within the time period(s) specified in the work order or during any extension thereof granted by JAP-IT.
- c) If the vendor fails to perform any other obligation(s) under the contract.
 1. If the vendor defaults on (a) & (c) of above circumstances, his Bid security (EMD)/BG received against this empanelment will be forfeited and empanelment will be cancelled.
 2. If the vendor defaults on (b) of above circumstances, 10 % of the work order value will be levied as cancellation charges.

3.19 Resolution of Disputes

1. The matter regarding any dispute shall first be sorted out at the level of CEO, JAPIT.
2. If the dispute persists to remain unresolved then it will be entertained, heard & finalized as per the provisions of "The Arbitration and Conciliation Act, 1996".
3. The arbitrator will be the Principal Secretary/Secretary of Department of Information Technology, Government of Jharkhand. The venue of arbitration shall be Ranchi, India.

3.20 Exit Management

a) Preamble

1. The word "parties" include the JAP-IT/department and the selected sole bidder/prime bidder.
2. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation, Operations and Management of SLA.
3. In the case of termination of the Project Implementation and/or Operation and Management of SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
4. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Transfer of Assets

1. The selected sole bidder/prime bidder may continue work on the assets for the duration of the exit management period which may be a 30 days period from the date of expiry or termination of the agreement, if required by JAP-IT to do so. During this period, the selected sole bidder/prime bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The performance security submitted by selected sole bidder/lead bidder will only be returned after the successful transfer of the entire project including its infrastructure.
2. The selected sole bidder/prime bidder, if not already done, will transfer all the Software Licenses under the name of the JAP-IT during the exit management period.
3. JAP-IT during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected sole bidder/lead bidder at any time during the exit management period requiring the selected sole bidder/lead bidder to provide JAP-IT or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
4. Upon service of a notice, as mentioned above, the following provisions shall apply:
 - a. In the event, if the assets which are to be transferred to JAP-IT are mortgaged to any financial institutions by the selected sole bidder/lead bidder, the selected sole bidder/lead bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to JAP-IT or its nominated agencies.
 - b. All title of the assets to be transferred to JAP-IT or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected sole bidder/lead bidder.

c. That on the expiry of this clause, the selected sole bidder/lead bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected sole bidder/lead bidder to JAP-IT.

d. That the products and technology delivered to JAP-IT during the contract term or on expiry of the contract duration should not be sold/re-used/ copied /transferred by selected sole bidder/lead bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of JAP-IT. Supplied hardware, software & documents etc., used by selected sole bidder/lead bidder for JAP-IT shall be the legal properties of JAP IT or its nominated agencies.

c) Cooperation and Provision of Information during the exit Management period

1. The selected sole bidder/lead bidder will allow JAP-IT or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable JAP IT or its nominated agencies to assess the existing services being delivered.
2. The selected sole bidder/lead bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected sole bidder/lead bidder.
3. JAP-IT or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected sole bidder/lead bidder shall permit JAP-IT or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by JAP-IT or its nominated agencies to understand the methods of delivery of the services employed by the selected sole bidder/lead bidder and to assist appropriate knowledge transfer.

d) Confidential Information, Security and Data

The selected sole bidder/lead bidder will promptly, on the commencement of the exit management period, supply to JAP-IT/department or its nominated agencies the following:

1. Documentation relating to Intellectual Property Rights;
2. Project related data and confidential information;
3. All current and updated data as is reasonably required for purposes of JAP-IT or its nominated agencies transitioning the services to its replacement selected sole bidder/lead bidder in a readily available format nominated by JAP-IT/department or its nominated agencies;
4. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable JAP-IT or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to JAP-IT or its nominated agencies, or its replacement operator (as the case may be).
5. Before the expiry of the exit management period, the selected sole bidder/lead bidder shall deliver to JAP-IT or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the

(R)

selected sole bidder/lead bidder shall be permitted to retain one copy of such materials for archival purposes only.

e) Transfer of certain agreements

1. On request by JAP-IT or its nominated agencies, the selected sole bidder/prime bidder shall effect such assignments, transfers, innovations, licenses and sublicenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected sole bidder/lead bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by JAP-IT or its nominated agencies, or its replacement operator.
2. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected sole bidder/lead bidder's premises, the selected sole bidder/lead bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to JAP-IT or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

e) General Obligations of the selected sole bidder/lead bidder

1. The selected sole bidder/lead bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to JAP-IT or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
2. The selected sole bidder/lead bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

g) Exit Management Plan

The selected sole bidder/lead bidder shall provide JAP-IT or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

1. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
2. Plans for the communication with such of the selected sole bidder/lead bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on JAP-IT operations as a result of undertaking the transfer; and
3. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to JAP-IT or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
4. The Sole bidder/lead bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.



5. Each Exit Management Plan shall be presented by the selected sole bidder/lead bidder to and approved by JAP-IT or its nominated agencies.
6. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
7. During the exit management period, the selected sole bidder/lead bidder shall use its best efforts to deliver the services.
8. Payments during the Exit Management period shall be made in accordance with the Terms of Payment (As per stages defined in execution framework) Clause.
9. It would be the responsibility of the selected sole bidder/lead bidder to support new operator during the transition period.

3.21 Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Ranchi courts only.



ANNEXURE-IV REQUIRED RESOURCE PROFILES

Major Key-Areas for consulting Jobs	
Tech-1	Management Profile
1	Business Process Re-engineering
2	Strategy & Management - Application Rollout
3	Project Management
4	DPR, RFP Preparation & Bid process Management
Tech-2	Functional Profile
5	Finance & Accounts
6	Procurement Policies
7	HR Management, Capacity Building & Change Management
8	Legal Matters
Tech-3, Tech-4 & Tech-5	Technology Profile
9	Software Solution Architect
10	Compute, storage, virtualization
11	Data Center Power Infrastructure
12	Data Center Cooling Infrastructure
13	IT Network Specialist
14	IT/Cyber Security Specialist

Educational Qualifications and Experience of Various Positions

Table: T1 [Qualification: Management Profile]			
S. No.	Position	Education Qualification	Experience in no. of years
1	Consultant	Engineering Graduate/ MCA/ Graduate with MBA	15
2	Consultant	Engineering Graduate/ MCA/ Graduate with MBA	10
3	Consultant	Engineering Graduate/ MCA/ Graduate with MBA	7
4	Consultant	Engineering Graduate/ MCA/ Graduate	5



		with MBA	
5	Consultant	Engineering Graduate/ MCA/ Graduate with MBA	3

Table: T2		[Qualification: Functional Profile]	
S. No.	Position	Education Qualification	Experience in no. of years
1	Consultant	Commerce/Economics Graduate/ Post Graduate with CA/CS/MBA Finance/ LLB / MBA in HR/ MBA in Marketing or PG in Marketing/ PG in HR	15
2	Consultant	Commerce/Economics Graduate/ Post Graduate with CA/CS/MBA Finance/ LLB / MBA in HR/ MBA in Marketing or PG in Marketing/ PG in HR	10
3	Consultant	Commerce/Economics Graduate/ Post Graduate with CA/CS/MBA Finance/ LLB / MBA in HR/ MBA in Marketing or PG in Marketing/ PG in HR	7
4	Consultant	Commerce/Economics Graduate/ Post Graduate with CA/CS/MBA Finance/ LLB / MBA in HR/ MBA in Marketing or PG in Marketing/ PG in HR	5
5	Consultant	Commerce/Economics Graduate/ Post Graduate with CA/CS/MBA Finance/ LLB / MBA in HR/ MBA in Marketing or PG in Marketing/ PG in HR	3

Table: T3		[Qualification: Technology Profile]	
S. No.	Position	Education Qualification	Experience in no. of years
1	Consultant	Engineering Graduate/Post Graduate with certification or specialization in domain areas	15
2	Consultant	Engineering Graduate/Post Graduate with certification or specialization in domain areas	10
3	Consultant	Engineering Graduate/Post Graduate with certification or specialization in domain areas	7
4	Consultant	Engineering Graduate/Post Graduate with certification or specialization in domain areas	5
5	Consultant	Engineering Graduate/Post Graduate with certification or specialization in domain areas	3

Note: Supportive document as CVs are required to be submitted.

Work Profile for above Category

T1	Managerial Profile	Indicative Work Description
----	--------------------	-----------------------------

R

1	Business Process Re-Engineering	Study of business processes, Organization structure of government departments, preparation of As-Is Process maps, identification and analysis of gaps and proposing To-Be processes for improved and efficient delivery of G2G, G2B and G2C services with the use of ICT.
2	Strategy and Management – Application Rollout	Consultancy for strategic planning and management during any/all phases of project on assessment/planning/implementation/continuous improvement of strategy for implementation and rollout of large/medium/small ICT/eGovernance service delivery project including feasibility study/policy assessment/impact assessment/IT roadmap etc.
3	Project Management	To provide consultancy support in any/all phases of the project viz : initiation, planning, executing, controlling, monitoring, transitioning while managing scope, time, risk etc. before, during and after implementation of any ICT/eGovernance service delivery project
4	DPR, RFP Preparation and Bid Process Management	Consultancy during any/all phases of Bid Process Management including preparation of Detailed Project Report (DPR), Business model, risk analysis, stakeholder analysis, RFP Preparation (requirement gathering/functional requirement specifications/implementation timelines/defining service levels/payment terms/contract finalization/costing model etc.), pre- bid meetings, evaluation of Bids (Pre-qualification/Technical/ Financial) etc.
T2 Functional Profile		
5	Finance and Accounts	Provide consultancy during any/all phases of enablement/strategic planning/operations for Government department/organization/institution on matters related to finance and accounts which may include accounting processes, advisory, analysis, chart of Accounts and audits etc.
6	Procurement policies	Provide consultancy on procurement matters in Government department/organization/institution including providing assistance on procurement of goods and services. Advise/manage on matters related to e-Procurement/ tender process/ policies/ standard operating procedures/ templates etc.
7	HR management, Capacity Building, Change Management	Consultancy on preparation of HR Policy, manpower and organization re-structure, training, capacity building, organization development, HR manuals etc.
8	Legal matters	Consultancy support during any/all phases of project on matters related to contract drafting & validation, legal advice, arbitration, conflicts etc. It may also include functional advisory on ICT enablement projects with Government department/organization/institutions
T3 Technical Profile		
9	Solution Architect	Consultancy during any/all phases of the project on design and architecture for Hardware/Software requirements in simple/complex heterogeneous systems environments for large/medium/small projects leading to enablement of IT enabled service delivery (G2G/G2B/G2C) for Government departments/ organizations/institutions
10	Computing, storage, virtualization	Consultancy during any/all phases of the project on sizing/solutions design for large/medium/small projects which may have requirements for IT infrastructure setup (Computing/Storage/ Virtualization) in simple/ complex

		heterogeneous systems environments leading to enablement of IT enabled service delivery (G2G/G2B/G2C) for government departments/organizations/institutions.
11	Data Centre – Power Infrastructure	Consultancy during any/all phases of the project on conceptualization/design/architecture/analysis/monitoring/performance improvement for Electrical Power requirements for Large/Medium/Small Server Room/Data Centre requirements
12	Data Centre – Cooling Infrastructure	Consultancy during any/all phases of the project on conceptualization/design/architecture/analysis/monitoring/performance improvement for Large/Medium/Small Server Room/Data Centre Cooling requirements
13	IT Network Specialist	Consultancy during any/all phases of the project on conceptualization/design/architecture/analysis/SLA monitoring/Third Party Audit/performance improvement Large/Medium/Small Networking/LAN/WAN/eGovernance project with government departments/ organizations/ institutions
14	IT Security/Cyber Security Specialist	Consultancy on IT Security/Cyber Security during any/all phases of the project on conceptualization/design/architecture/analysis/ SLA monitoring/Third party Audit/compliance/certification for ISO27001/Security Audit/performance improvement for Large/Medium/Small IT Enablement/Service delivery/eGovernance project with government departments/ organizations/ institutions.



ANNEXURE-V EMPANELLED RATE AGAINST VARIOUS POSTS

Unit Rate (without tax) against each post for empanelment is as per below table.
At the time of actual payment, payable value will be calculated based on applicable/prevaling taxes at that time.

Sl.No	Description of Work / Item(s)	Man Month Rate of the empanelled Agencies (Without Taxes) INR
1.0	Table-1- Management Profile (BPR, Strategy & Management-Application Rollout, Project Management DPR, RFP, Bid Process Management, Social Media etc.)	
1.1	Consultant with 10 yrs exp	3,10,000
1.2	Consultant with 7 yrs exp	2,80,000
1.3	Consultant with 5 yrs exp	2,50,000
1.4	Consultant with 3 yrs exp	2,27,300
2.0	Table-2- Functional Profile (Finance & Accounts, Procurement Policies, HR Management, Capacity Building & Change Management, Legal Matters)	
2.1	Consultant with 15 yrs exp	3,60,000
2.2	Consultant with 10 yrs exp	3,10,000
2.3	Consultant with 7 yrs exp	2,80,000
2.4	Consultant with 5 yrs exp	2,50,000
2.5	Consultant with 3 yrs exp	2,27,300
3.0	Table-3 -Technology Profile (Software Solution Architect, Compute, storage, virtualization)	
3.1	Consultant with 15 yrs exp	3,60,000
3.2	Consultant with 10 yrs exp	3,10,000
3.3	Consultant with 7 yrs exp	2,80,000
3.4	Consultant with 5 yrs exp	2,50,000
3.5	Consultant with 3 yrs exp	2,27,300
4.0	Table-4- Technology Profile (Data Center Power Infrastructure, Data Center Cooling Infrastructure)	
4.1	Consultant with 15 yrs	3,60,000
4.2	Consultant with 10 yrs	3,10,000
4.3	Consultant with 7 yrs	2,80,000
5.0	Table-5 -Technology Profile (IT Network Specialist, IT/Cyber Security Specialist)	
5.1	Consultant with 15 yrs exp	3,60,000
5.2	Consultant with 10 yrs exp	3,10,000
5.3	Consultant with 7 yrs exp	2,80,000
5.4	Consultant with 5 yrs exp	2,50,000

**ANNEXURE-VI LIST OF EMPANELLED AGENCY, CONTRACT VALIDITY CONTRACT
DETAILS (Tier-I)**

Contract Validity: 1 Sept 2017 to 31 August 2019

Contact Details

S N	Name Organization	Address	Contact Person	Contact No	E-Mail
1.	M/s Pricewaterhouse Copper Pvt. Ltd	Y-14, Sector 5 Kolkata, West Bengal	Mr. Biva Mohanty, Associate Director	+91 (0)33 4404 3233 +91 (0) 826039 9995	bivabasu.d.moha nty@in.pwc.com
2.	M/s Ernst and Young LLP	Golf View Corporate Tower-B, Sector-42 Golf Course Road, Gurgaon - 122022, Haryana	Mr. Nikunj Garg, Manager	+91 9818537621	nikunj.garg@in.e y.com
3.	M/s Wipro Limited	Doddakanneli, Sarjapur Road, Banglore, Karnataka 560035, India	Animesh Mukherjee Manager	+91 99032 24816 / +91 72809 69331	animesh.mukher jee@wipro.com

R