

महाराष्ट्र शासन

E-mail:sosan.rdd-mh@nic.in

क्रमांक :- संग्राम-२०१६/प्र.क्र.४२/संग्राम कक्ष
ग्राम विकास व जलसंधारण विभाग,
बांधकाम भवन इमारत, तळमजला,
२५, मझबान पथ, फोर्ट,
मुंबई-४०० ००१.
दिनांक :- २२ नोव्हेंबर, २०१६

प्रति,
मुख्य कार्याकारी अधिकारी,
जिल्हा परिषद, सर्व

**विषय :- राज्यातील ग्रामपंचायतींमध्ये आपले सरकार सेवा केंद्र
उभारण्याच्या कार्यवाही बाबत.**

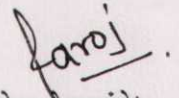
महोदय,

राज्यातील ग्रामपंचायतींमध्ये आपले सरकार सेवा केंद्र CSC-SPV कंपनीमार्फत स्थापन करण्याबाबतच्या त्रिपक्षीय करारनाम्यावर CSC-SPV कंपनीचे CEO, मा.प्रधान सचिव (माहिती व तंत्रज्ञान विभाग) तसेच मा.सचिव (ग्रामविकास विभाग) यांची स्वाक्षरी झाली आहे. त्रिपक्षीय करारनाम्याची प्रत आपल्या माहितीसाठी व कार्यवाहीसाठी सोबत जोडली आहे.

राज्यातील आपले सरकार सेवा केंद्र हा शासनाचा महत्वाकांक्षी प्रकल्प आहे. याद्वारे गावातील जनतेला सर्व सुविधा गावातच/एकाच ठिकाणी (Single Window System) मिळव्या हा शासनाचा हेतू आहे, जेणेकरून ग्रामस्थांना त्यांच्या सेवांसाठी गावाच्या बाहेर जाण्याची आवश्यकता भासू नये.

कृपया यादृष्टीने आपणही सदर प्रकल्पाची प्रभावी अंमलबजावणी करावी असे कळविण्याचे मला निर्देश आहेत.

आदर पूर्वक



(सरोज देशपांडे)

कक्ष अधिकारी, महाराष्ट्र शासन



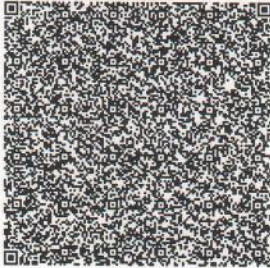
सत्यमेव जयते

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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL209856229994720
Certificate Issued Date	: 17-Nov-2016 10:39 AM
Account Reference	: IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL732103421942317313240
Purchased by	: CSC E GOVERNANCE SERVICES INDIA LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CSC E GOVERNANCE SERVICES INDIA LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: CSC E GOVERNANCE SERVICES INDIA LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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CSC e-Governance Services India Ltd.

Chief Executive Officer

AGREEMENT

BETWEEN

Principal Secretary
Information Technology
General Administration Department
Mantralaya, Mumbai 400 032

RURAL DEVELOPMENT AND PANCHAYAT RAJ DEPARTMENT

Statutory Alert:

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Secretary (Rural Development and Panchayati Raj)
Rural Development and Water Conservation Department,
Mantralaya, Mumbai - 400 032.

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GOVERNMENT OF MAHARASHTRA

(Hereafter referred to as **RDD** in this Agreement)

AND

DIRECTORATE OF INFORMATION TECHNOLOGY

(Hereafter referred to as **DIT** in this Agreement)

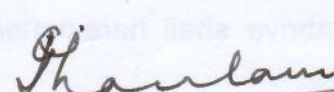
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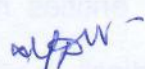
CSC E-GOVERNANCE SERVICES INDIA LIMITED

(Hereafter referred to as **CSC-SPV** in this Agreement)

CSC e-Governance Services India Ltd.


Chief Executive Officer


**Principal Secretary
Information Technology
General Administration Department
Mantralaya, Mumbai 400 032**


**Secretary (Rural Development and
Panchayati Raj)
Rural Development and Water
Conservation Department,
Mantralaya, Mumbai - 400 032.**

**Agreement for implementation of E-Governance & Services offered
by CSC-SPV through Aaple Sarkar Seva Kendra of Rural
Development Department & Panchayat Raj
Government of Maharashtra.**

This Agreement is entered at Mumbai into on 18th day of November, 2016.

BY and BETWEEN

CSC e-Governance Services India Limited a Special Purpose Vehicle (CSC SPV), a Company incorporated under the Companies Act, 1956 by the Department of Electronics and Information Technology (DeitY), Government of India to operationalize, rollout & monitor the implementation of Common Service Centers Scheme, having its registered Office at Electronics Niketan, 3rd Floor, DeitY, 6, CGO Complex, Lodhi Road, New Delhi-110003. (Hereinafter referred to as "**CSC-SPV**"), through its Chief Executive Officer (which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns) **of the First Part**

AND

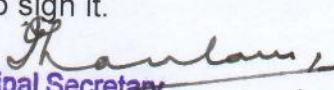
Governor of the State of Maharashtra exercising executive powers of State of Maharashtra through Secretary Rural Development Department, Mantralaya, Mumbai, Maharashtra (hereinafter referred to as "RDD") and through Principal Secretary Directorate of Information Technology, Mantralaya, Mumbai, Maharashtra (hereinafter referred to as "DIT") (which terms or expression unless repugnant to the subject or context shall mean and include its successor in office) and assigns, **of the Second and Third Part, respectively**

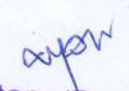
The entities mentioned above shall hereinafter be collectively referred to as the "**Parties**"

Each party represents that it has full power and authority to enter into and perform this AGREEMENT and the persons signing this Agreement on behalf of each party is properly authorized and empowered to sign it.

CSC e-Governance Services India Ltd.


Chief Executive Officer


Principal Secretary
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General Administration Department
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Secretary (Rural Development and
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Rural Development and Water
Conservation Department,
Mantralaya, Mumbai - 400 032

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WHEREAS RDD, Government of Maharashtra, has been conferred with the power to give directives to Panchayati Raj Institutions (PRIs) in the State of Maharashtra under section 153A and B of the Maharashtra Village Panchayats Act, 1958, (Power of State Government to give instructions and issue directions to the Panchayats and powers of States government to give instructions and issues directions to gram sabha and panchayat in scheduled areas) and under section 261 of the Maharashtra Zilla Parishad and Panchayat Samitis Act, 1961 (State Government's power to give directions regarding works and development schemes) for implementation of various development schemes regarding welfare of the citizens.

E-PRI (Panchayati Raj Institution) project work is under the Bharat Nirman National E-Governance Plan and one of the Mission Mode Project (MMP) declared by Ministry of Panchayati Raj (MoPR) to strengthen the Panchayati Raj Institutions by making their working more transparent and also by stream-lining their working. It has been decided by the Ministry of Panchayati Raj, Government of India, to implement the e-PRI project and accordingly Government of Maharashtra is implementing the same in the State.

AND WHEREAS CSC-SPV has been incorporated by Department of Electronics & Information Technology, Government of India to enable a range of services to support the network of Common Services Centers (CSCs) through internet enabled rural service delivery points established for operation of CSCs and for aggregating content and offering relevant services viz., Government to Government (G2G), Government to Citizen (G2C), Business to Citizen (B2C), Business to Business (B2B) and other services to rural citizens;

AND WHEREAS the CSC India Online Portal is the National Portal to support the CSC 2.0 Scheme stakeholders including Department of Electronics & Information Technology (DEITY), State Designated Agencies (SDAs), Service Center Agencies (SCAs), Village Level Entrepreneur (ASSK-KCs) and various Service providers which is managed by the CSC SPV;

AND Whereas CSC-SPV is mandated to facilitate to provide various G2C, B2C and B2B services including financial inclusion (FI), and therefore, CSC SPV being best suited to function as a project management & Monitoring Agency for Government of

CSC e-Governance Services India Ltd.

Chief Executive Officer

Hanuman
Principal Secretary
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General Administration Department
Mantralaya, Mumbai 400 032

Secretary (Rural Development and
Panchayati Raj)

Rural Development and Water
Conservation Department,
Mantralaya, Mumbai - 400 032.

Maharashtra to conceive, rollout, implement & monitor the Common Service Centers (CSCs) project for Rural area in the State of Maharashtra, this Agreement is being signed.

AND WHEREAS CSC-SPV vide its letter dated 21 April 2016 has submitted a proposal to DIT to function as a management and operational level support, interface in rural Maharashtra to rollout, manage, sustain and universalize CSC 2.0 project with inclusion of Sangram centers at GP level as CSC 2.0 centers.

And Whereas RDD vide its Government Resolution No. SANGRAM- 2015/CR-93/SANGRAM CELL Dated 11/8/2016 has issued guidelines to all the PRIs and the other entities concerned with the CSC 2.0 Project

1. DEFINITIONS AND INTERPRETATIONS

- a) **ASSK**: Aaple Sarkar Seva Kendra mean 'CSC' as defined herein.
- b) **Confidential Information**: "Confidential Information" shall mean all information that is specifically classified as confidential or such information received from other individuals and entities that either Party is obligated to treat as confidential or which by the nature of its disclosure shall be deemed to be confidential including without limitation products or services, product schematics or drawings, marketing data, fee schedules, information technology systems and programs, projections, compilations, descriptive material, specifications, reports, analysis sales and customer information, customer records, databases customer contracts (including letters of Agreement or intent, memorandum of understanding, Master Service Agreements and letters of engagement entered into with customers), financial information, information relating to personnel, business policies or practices, IPR including proprietary methodologies, processes, business or management methods tools, techniques, templates, methods, forecasts, trade secrets, know-how, company strategy but does not include any information that was within the domain of either Party prior to rendering of the Services or that were procured from a source other than from either Party or which is required to be disclosed by virtue of law or any instrument that has the force of law.

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Rural Development and Water Conservation Department,
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- c) **Effective date:** means the date on which this Agreement is signed by the parties to the Agreement.
- d) **G2G:** Means Government to Government Services, which includes government data digitization and various data entry work for government department to be provided through CSC Centers.
- e) **G2C:** Means Government to Citizen Services to be provided to citizens through CSC Centers.
- f) **B2C:** Business to Citizen means business related services to be provided to citizens through CSC Centers.
- g) **B2B:** means the Business to Business services through CSC Centers
- h) **BC:** Business Correspondent, As per RBI Guideline BC is representative of Bank at village level. The BC can be individual, NGO/ MFI under section 25 of the Companies Act, 1956 Post office, cooperative society or companies registered under Indian Companies Act 1956 excluding non-Banking Financial Companies.
- i) **CSC:** Common Service Center. CSC is IT enabled front end service delivery points at the village level for delivery of G2G, G2C, B2C and B2B services.
- j) **CSP:** Customer Service point. It is a defined term by Bank for BC operation point. Here Gram Panchayat office shall be CSP.
- k) **FI:** Financial Inclusion is the delivery of financial services at affordable costs to sections of disadvantaged and low-income segments of society.
- l) **GP:** Gram Panchayat, They are local self-governance at the village level in Maharashtra.
- m) **MIS:** Management Information System. The report structure which helps user and management level to view and evaluate the data as per defined terms.
- n) **PRI:** Panchayati Raj Institution, Panchayati Raj is a system of governance in which Gram Panchayats are the basic units of administration. It has 3 levels: Gram Panchayat, Block Panchayat and Zillah Parishad.
- o) **SPV:** Special Purpose Vehicle: As per the CSC Scheme policy, a Special Purpose Vehicle (SPV) has been formed, so that the Government can progressively migrate to an e-Governance platform and enable services through the CSC network. The CSC SPV which is named as "CSC e-Governance Services India Ltd" has been incorporated under the Companies Act, 1956 on 16th July 2009.

- p) **ASSK-KC**- Aaple Sarkar Seva Kendra - Kendra Chalak means as independent self-employed entrepreneur with prescribed qualification & experience chosen by the CSC SPV to manage the functions & activities of CSC in the Gram Panchayat area which is assigned.

2. PROPOSAL OF CSC-SPV AND APPROVAL OF MAHARASHTRA GOVERNMENT.

2.1 CSC SPV vide its letter dated 21.04.2016 submitted Proposal to DIT, to function as a Management and operation layer to support interface in rural Maharashtra to popularize, rollout, propel, operationalize, implement, manage, sustain and universalize CSC 2.0 project, Inclusion of Sangram Centers at GP level as CSC 2.0 centers under the common CSC with a common State co-branding of "Aaple Sarkar Seva Kendra" Centers would help in harmonizing State Vision of Digital Maharashtra with Government of India's visionary program of "Digital India". (Copy attached at Annexure I)

2.2 As recommended in the **meeting of High Power Committee dated 22/7/2016 & 2/11/2016 (Minutes of meeting attached at Annexure II & III)** Govt. of Maharashtra has approved to set up ASSK across rural area of Maharashtra either independently for some Gram panchayats or in cluster of Gram panchayats (proposal) with **cost of Rs.10450/- + service tax per month Per ASSK** as per following details: -

a) **ASSK-KC fixed compensation-** Rs.6000/- per month (for Gram Panchayat's Data Entry, Account Keeping, free G2C services of Gram panchayat/ Gram panchayats given by ASSK) **as specified in clause 5.3 of the Agreement subject to the performance parameters as specified in clause 8 of the Agreement.**

b) Maintenance / Replacement of printer & Consumable Supply etc. - Rs.2700/- per month per ASSK for the duration of the project.

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Secretary (Rural Development and Panchayati Raj)
Rural Development and Water Conservation Department,
Mantralaya, Mumbai - 400 032.

- c) Project Staffing cost- Rs. 1300/- per month per ASSK for State, District, Block Level resources, Call center & Help desk facility including the Training & and Capacity Building cost as mentioned in **clause 5.5** of the Agreement.
- d) Project Management charge -Rs. 450/- per ASSK per month.

3. PURPOSE OF THE AGREEMENT

3.1 The purpose of the Agreement is to implement and operationalise the Project as outlined in the above said Government Resolution dated 11/8/2016 and to define the conditions under which Parties shall collaborate for the following objective:

“Provide accessible and efficient citizen services (like G2G, G2C, G2B etc.) to the people in the villages and to facilitate e-governance activities in Gram Panchayats in order to make them efficient, accountable and transparent.”

3.2 This Agreement will help all the parties in providing effective delivery of citizen services as well as better and efficient implementation of schemes of the Govt. at grass-root level. In addition, this will provide support for Data digitization of various government departments and providing Various MIS to Government functionaries for smooth and effective implementation of various government schemes.

4. NATURE OF RELATIONSHIP

The Parties agree:

- i. That they shall act in good faith towards each other in all matters affecting their dealings under this Agreement.
- ii. CSC-SPV will function as a management and operational level support for rolling out e-Governance activities at selected Panchayat Raj Institutions, to carry out **G2G services and G2C services (as mentioned in clause 5.3 of the Agreement)** through CSC established by it, and rechristened as ASSK.
- iii. CSC-SPV shall also be providing various **G2C, B2C and B2B** services through CSCs.

CSC e-Governance Services India Ltd.

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Conservation Department,
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- iv. To further explore possibility of long term co-operation in IT & IT- enabled services beyond the ones provided in **clause 5.3** of the Agreement for smooth and self-sustained functioning of CSCs.
- v. The legal nature of the Agreement shall be agreed to by all parties for the above-mentioned purpose of the Agreement.
- vi. This Agreement is not a part/ Extension/ Addendum of any other Agreement / contract.
- vii. **Any ASSK- KC selected by CSC-SPV shall in no case and circumstances be conferred any status or vested right in relation to RDD and shall not be entitled to continue beyond the date of termination of this service Agreement with him by CSC –SPV or beyond the date of termination of this Agreement between CSC-SPV and RDD whichever occurs earlier, nor would confer any vested right to seek any employment in any of the office of the Government department &/or under CSC SPV.**

5. ROLLING OUT, MANAGEMENT AND OPERATION OF CSC 2.0 CENTERS IN RURAL MAHARASHTRA THROUGH CSC SPV

The details of roll out plan, management and operation of CSC 2.0 is as provided in CSC SPV's proposal submitted to Government of Maharashtra and as vetted by DIT and as decided from time to time by RDD in consultations with CSC-SPV.

5.1 Positioning of CSCs and ASSK-KC

CSCs Shall be established & ASSK-KC shall be positioned in various GPs as per directives of RDD.

5.2 CSC Infrastructure

At the commencement, ASSK shall use hardware installed during Sangram project. CSC-SPV will take full responsibility of supplying the hardware as and when required to be replaced. There shall be no expenditure to Grampanchayat towards hardware during the project period. CSC SPV will convey the status of currently available hardware in various centers to RDD and a time bound schedule to replace any part thereof to commence the operations, if so needed. As and when, there is any need of replacement that shall be done within a period 7 days to keep the inoperative period of ASSK centers to minimum.

If CSC-SPV fails to do so, it shall be liable for a penalty of 5 % cost of hardware till 20

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Mantralaya, Mumbai - 400 032.

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days. If further it fails to replace after 21 days, concerned Grampanchayat will replace the hardware and the cost will be recovered from CSC-SPV.


5.3 Arrangement between CSC-SPV & Gram Panchayat for RDD's G2G and RDD's G2C services:-

CSC-SPV through ASSK shall render e-Governance services to Gram Panchayat that shall include computerization of records, data entry updation & maintenance of following 1 to 33 accounting registers of Gram Panchayats (1. Budget, 2. Statement of Re-Appropriation & Allotment, 3. Receipt & Expenditure, 4. Assets & Liabilities of Panchayat, 5. General Cash Book, 5-A. Daily Cash Book, 6. Classified Register, 7. General Receipt, 8. Tax Levy Register, 9. Demand Register of Assessed Taxes, 9-A. Demand Bill for Taxes, 10. Receipt for Taxes & Fees, 11. Register of Miscellaneous Demands, 12. Voucher of Contingency Expenditure, 13. Staff List & Pay Scale Register, 14. Stamp Account Register, 15. Stock Account Register for Consumable Articles Receives, 16. Form of Register of "Dead Stock of Moveable Property", 17. Register of Advances/Deposits, 18. Petty Cash Book, 19. Muster Roll for Labourers / Workers, 20. Register of Estimates of Works, 20-A. Measurement Book, 20-B. Work Bill, 20-B(1). Work Bill, 21. Register of Pay Bill for the Employees, 22. Register of Immovable Property (other than Roads & Lands), 23. Register of Roads, 24. Register of Lands, 25. Investment Register, 26-A. Monthly Statement of Receipt & Expenditure, 26-B. Statement of Monthly Expenditure, 27. Monthly Statement of Compliance of Audit Objection, 28. Monthly Statement of Expenditure of 15% Fund on Backward Class & 10% fund on women & child welfare, 29. Loan Register, 30. Register of Audit Objection Compliance, 31. Bill of Travelling Allowance, 32. Order of Refund of Agreement, 33. Tree Register). In addition CSC-SPV will update data entry and perform usage of Govt. of India sponsored software (11 NIC applications- 1. Local Government Directory, 2. Area profiler, 3. Plan Plus, 4. Pria Soft, 5. Action Soft, 6. Asset Directory, 7. Service Plus, 8. Training Management Portal, 9. Social Audit & Meeting Management, 10. National Panchayat Portal, 11. Basic GIS software). Above services, e-Governance services to GP as well as implementation of GOI modules shall be

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Chief Officer


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Secretary (Rural Development and Panchayati Raj)
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Rural Development and Water Conservation Department,
Mantralaya, Mumbai - 400 032,

comprehensively rendered and shall include all incidental activities required to be under taken related to this modules.

CSC-SPV shall also render following 19 **G2C Services to GP**, (1. Registration and Issuance of Birth Certificate, 2. Registration and Issuance of Death Certificate, 3. Issuance of Below Poverty Line Certificate, 4. Issuance of Residential Certificate, 5. Issuance of Living Certificate, 6. Issuance of Marriage Certificate, 7. Issuance of NOC for a Professional/Business, 8. Issuance of Property Assessment Certificate, 9. Property Mutation Entry Certificate/Copy, 10. Issuance of No Due Certificate, 11. Issuance of Unemployed Certificate, 12. Issuance of NOC for Electricity, 13. Issuance of Not Benefited under any Scheme Certificate, 14. Issuance of Toilet Certificate, 15. Issuance of Job Card, 16. Issuance of Permit for Construction 17. Issuance of Private Tap Connection Permission, 18. Issuance of Character Certificate, 19. Issuance of Old Age Certificate for Niradhar)

No service charges collected in the lieu of these services at ASSK shall be due to ASSK or CSC-SPV.

5.4 Paid G2C and B2C Services by CSCs

CSCs will also roll out paid/user charges based **G2C and B2C Services and CSC-SPV through their ASSK-KC** may enter other businesses for which CSC-SPV will be independently tie up with various entities which will make ASSK enterprise a most economically viable. Revenue accruing to CSCs out of such other businesses shall be apportioned between CSC-SPV & ASSK-KC as per standard rules / guidelines / policy of CSC-SPV for these additional businesses. No such business however shall create any liability on Grampanchayats and shall not cause any direct or indirect cost to it excepting the use of its IT Infrastructure, & Premises.


5.5 Training & Capacity Building

- a) As the Project is e-knowledge based, involving IT practices & processes, the **ASSK-KC** shall be provided basic and periodical training by **CSC-SPV**. CSC-SPV shall make appropriate quality training arrangements to impart training to their State, District & Block level staff engaged in the Project for Project Management including Procurement, Implementation and monitoring. Basic training followed by updating /refresher training, whenever a launch or addition

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Secretary (Rural Development and
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Conservation Department,
Mantralaya, Mumbai - 400 032.

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of **G2G, G2C, B2C**, Financial inclusion, e-commerce (Gram Mart) services etc. to the **CSC Services Delivery Basket** will have to be provided.

- b) Capacity of the Gram Panchayat and elected representatives, officials of the other departments as relevant to e- service delivery at grass route to sensitize them towards the need of the e-services will also be required. All other stake holders will have to be kept in loop to make Project ownership of everyone including community. This task will also be performed by **CSC-SPV** with the support of **RDD**.
- c) **The specific number of the trainings, their contents & duration shall be determined by the CSC-SPV in consultation with the RDD.**

5.6 Maintenance, Replacement of printer & Consumable Supply

- (i) CSC-SPV will provide required maintenance / repair of hardware and if required the replacement of printer or its components. CSC-SPV will ensure the quality & uniformity of the consumable, especially printing ink and paper which are vital for smooth operations of the CSCs and which would directly impinge upon the time and quality of delivery of the e-services.
- (ii) **CSC-SPV will supply required consumables (Papers / Cartridge / Ink) for the services as mentioned in Para 5.3. There shall be no other payments by Gram panchayats towards these consumables over and above what is mentioned herein.**
- (iii) The additional consumables required for paid G2C&B2C services will be provided by CSC-SPV to ASSK-KC as per their mutual agreed terms. These shall have no cost bearing on Gram panchayats.

5.7 Project Staffing Costing / Charges

- (i) **Project Staff** – As the project activities are spread over whole of the State & looking to the technical, administrative, managerial, social, political & host of other intricacies involved in roll out & operationalization of the Project on one hand and the geographical expanse of the State on the other, a continuous & concurrent handholding / support mechanism will have to be put in place. A call center at the state level managed by skilled & efficient manpower for timely resolution of the ASSK-KC queries, client interface to

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Chief Executive Officer

Shankar
Principal Secretary
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Mantralaya, Mumbai - 400 032.

satisfy service user difficulties, State level & District level Project overseeing Managerial, and Dispute Resolution machinery with adequate manpower will have to be put in place. Block level Hardware maintenance & repair support to the ASSK on demand with minimum reach out time, Software guidance & updating support mechanism, Training module preparation experts will have to be involved. Most of these activities will be required to be performed on a day to day continuous basis. CSC-SPV should have a multi-disciplinary, multi-tasking team headed by a senior manager at the State level, a supervisory techno-managerial resource at the district level & accounting, hardware maintenance & repair, software overseeing handholding resource/s as the contingency warrants at the Block level. RDD may direct CSC-SPV to replace these resources in case of unsatisfactory services to CSCs setup under this Agreement.

- (ii) **CSC-SPV shall be provided the staffing cost for the manpower deployed & mobilized including training & capacity building cost @ rate of Rs. 1300/- per ASSK per Month as provided in Para 2.2(c) of the Agreement**
- (iii) The Project staff will be appointed by CSC SPV on a Contract basis or by outsourcing it from a reputed Manpower Procurement & Support Agency to avoid any contingent legal liabilities & to get best of the professional hands.
- (iv) In any eventuality RDD or any institution under RDD shall not have any liability towards any contractual staff appointed by CSC SPV for execution of this project at any level of operations.

5.8 Project Management Charges(PMC)

- a) CSC-SPV will provide implementation support, Management support, software support, Monitoring and Evaluation of the CSC 2.0 Project at every stage. Timely imparting of Training, capacity Building, Consumable Supply, ensuring over charging is not done by **ASSK-KCs**, Selection of **ASSK-KCs**, replacements & timely repair of printer, rolling out of services, developing & updating the relevant software, convincing B2C players to adopt **CSC / ASSK** route & bringing them on board to channelize their services through the Project, rectifying technological glitches, publicity of the Project, shall be the areas where **CSC-SPV** will have to play a skillful, proactive role.

CSC e-Governance Services India Ltd.

Chief Executive Officer

Hanuman
Principal Secretary
Information Technology
General Administration Department
Mantralaya, Mumbai 400 032

MSW
Secretary Rural Development
(Panchayati Raj) 13
Rural Development and Water
Conservation Department,
Mantralaya, Mumbai - 400 032.

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CSC-SPV will also coordinate with most of the Government departments & their field offices & functionaries. Requisite reports will be generated for the Government & other authorities. Internal Audit will be arranged & Statutory Auditors will to be provided with all the requisite data & documents. Services of external, specialized Agencies will have to be procured & deployed for many of these tasks. State Government functionaries at State, Divisional, District, Block and Panchayat level will have to be coordinated & liaised with.

- b) Therefore, appropriate Project Management cost will have to be provided under the Project for CSC-SPV. Such Project Management mechanism is required & will have to be put in place for the first phase of the Project duration which is expected to be of 4 years. CSC-SPV will be compensate a cost of Rs. 450./- per month per ASSK towards the Project Management Charges.

5.9 Policy Support by RDD & DIT

1. RDD will ensure following Policy Support and their strict adherence by Zillah Parishads, Panchayat Samities and Gram Panchayats, for the Project to achieve the ultimate vision for this Mission of the State Government i.e., to bring speed, transparency, equity and accountability in administration through e-Governance. The following policy support will be put in place by the RDD through appropriate government instruments,
 - a) All G2G & **G2C** Services of, for & by all Gram Panchayats are integrated & routed through **CSC platform** under the Project at the Gram Panchayat level. An effort shall be made whenever feasible through a common Policy to encourage other departments / agencies of Govt. of Maharashtra to utilize this organization of CSC at village level for rendering and delivering their services to citizens.
 - b) Informing & Instructing all the concerned field level Government offices & the officers, officials of the PRIs at all the tiers, other concerned functionaries as to the importance of the Project for Rural e-Governance and to recognize the legitimate developmental role the functionaries & the representatives of CSC-SPV are performing in Government's AAPLE SARKAR project and to cooperate with them in this State Government

CSC e-Governance Services India Ltd.

Chief Executive Officer

H. K. Kharlan
Principal Secretary
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Secretary (Rural Development and Panchayati Raj)
Rural Development and Water Conservation Department,
Mantralaya, Mumbai - 400 032.

- c) Directing Gram Panchayats setting up CSCs under this project, to make available the Infrastructure to ASSK and also all the relevant record & documents at Gram Panchayat level to **ASSK-KC and CSC-SPV** whenever needed to provide e-services & for Digitization purposes .
- d) On time Data supply & other requirements from Government departments & agencies to operationalize their G2G & G2C services at GP level including re-engineered MIS formats.
- e) DIT to make available adequate space in State Data Center to store & protect Data generated in the Project on real time basis.
- f) RDD in consultation with DIT will have a right to suggest CSC-SPV for ASSK-KCs' removal & disciplinary framework etc. CSC-SPV shall, however, be always and without fail, responsible for performance of the system and adherence to SLA mentioned in the Agreement.
- g) Training mechanism, contents, periodicity and duration etc., for ASSK-KCs & Project staff. Capacity Building mechanism & duration for the GP level functionaries including their attendance for the educative & instructive courses .
- h) Decisions on any other policy issues as & when needed in the course of Project planning & implementation phases as found necessary & requested by CSC-SPV for smooth operationalisation & implementation of the Project.

5.10 Digital Data

RDD will be the proprietary owner of all digitized data, information and all software generated data for G2G & G2C services under para 5.3 of this Agreement.

6. FINANCIAL ARRANGEMENTS BETWEEN RDD, CSC-SPV AND GP THROUGH CSC CENTRE.

- I) For Services mentioned in **Para 5.3 (RDD sponsored G2G & Free G2C Services):-**

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Rural Development and Water Conservation Department,
Mantralaya, Mumbai - 400 032.

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- a) CSC-SPV shall put in place a software system for validation of due payments at Taluka level and for consolidation of the same at the district and state level. The RDD shall ensure to transfer payment charges to CSC-SPV before 20th of succeeding month.
 - b) CSC-SPV shall reconcile & make payments to the respective ASSK-KC as calculated in terms as specified under **Para 8** within 10 days of the receipt of the funds for the relevant month in its Account as mentioned in **clause 6 (I) (a)** above.
 - c) If any issues related to CSC-SPV payment, RDD & CSC-SPV should reconcile quarterly.

II) For Services under paid G2C & B2C:-

- a) CSC SPV shall on behalf of all the stake holders (ASSK-KC & CSC-SPV) raise & reconcile the invoice for respective Government Deptts . / Agencies or Private / professional / Business Service Entities providing such paid service and make payments to the ASSK – KC, of their share as agreed amongst them.

Note –

1. The Service Charges / commission paid at monthly intervals shall be subject to Deduction of Tax Deducted at Source (TDS) thereon wherever required under the Provisions of the Income Tax Act.
2. Payment of all other taxes including Service Tax, Duties and other charges which may be legally required to be levied shall be as per guidelines issued by the RDD which shall be binding on the parties.

7. PAYMENT TO ASSK-KC FOR SERVICES PROVIDED

The payment Schedule, Process & Quantum to ASSK-KC during the period of this Agreement shall be as contained in **clause 6 & 8** of this Agreement. There may, however, be deductions on account of penalty for non-adherence to SLAs or delayed services payment as enumerated in Para 8 of this Agreement.

CSC e-Governance Services India Ltd.

Chief Executive Officer

Shanlan
Principal Secretary
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Mantralaya, Mumbai 400 032

SPV
Secretary (Rural Development and
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Rural Development and Water
Conservation Department,
Mantralaya, Mumbai - 400 032.

8. SERVICE LEVEL (SL) FOR RDD SPONSORED G2G & FREE G2C SERVICES

The Service Level Indicators & the rate of payment of Remuneration/ Compensation to ASSK-KC shall be as determined as follows: -

A. Village Level Entrepreneur (i.e. ASSK-KC)

Sr. No.	Milestone	Penalty
1	Based on Availability of ASSK-KC for providing services to citizens.	1.95% to 100% = no penalty 2. < 95 % to 60 % Fixed monthly payment Deduction = Fixed Monthly Remuneration-(No. of absent days/Tota No. of days*Fixed montly remuneration) If any written complaint from Gram Panchayat functionaries is received, a deduction of 10% from his admissible monthly service charges as calculated under Para 8A(2) below will be deducted as a penalty.
2	Based on work done/completion: Quantum of work mentioned by the Department / CSC-SPV for data entry in the software applications (to be designed and developed for each and every application mentioning in the work order for ASSK-KC for that month/quarter)	1. On completion of 90% assigned work by the ASSK-KC:- Rs. 6000 as service charge for that month 2. On completion of assigned work between 89% and 60% by the ASSK -KC:- Rs. 4500/-P.M. 3. On completion assigned work between 59% and 30% completed by the ASSK-KC :- Rs. 3000/- 4. Achieved Less than 30% of the assigned work – Rs.000/-

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B) CSC-SPV

Sr. No.	Milestone	Service level	Penalty
1	Operations of CSC at Gram Panchayat	Within 60 days of GP& RDD's readiness signal	1. Delay of 1 to 10 days = No penalty 2. Delay beyond 10 Days= 1% of Project Management charges for each day of Delay
2	Payment of Monthly Remuneration /Compensation to ASSK-KC	Within 10 days from date of receipt of payment from RDD for the concerned month	1. Within 10 day = No penalty 2. Beyond 10 days = 1% of the accrued monthly payment for each day of delay Note: Compensation for delay / to be paid to ASSK – KC for late payment by CSC SPV.
3	Software Development as suggested by RDD	Based on mutual agreed time line	1. Beyond agreed time line = 1% to be deducted from Project Management Cost payable for every month till compliance .

- CSC-SPV/RDD will issue quarterly work order for digitizing the legacy data.
- CSC-SPV will take full responsibility to digitize all data within a time frame as decided by RDD.

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- **Note-** However, if any particular CSC needs an extension of the set time frame for the reason that correct Data base is not fully made available by a GP / RDD functionary, the time frame will be computed from the day the corrected full Data is made available. So also, if Digitization is delayed on the part of any particular CSC for any other reason beyond its control not attributable to CSC-SPV the Secretary RDD, may, after getting such reasons assessed, take appropriate decision which will be binding on all the concerned.

9. ROLES AND RESPONSIBILITIES OF CSC-SPV

(Project Monitoring and facilitator for providing G2G, G2C, B2C and B2B services.)

- Facilitate successful implementation of G2G services through CSCs, acting as single point of contact for RDD.
- Facilitate successful implementation of Bank's services through CSCs, acting as single point of contact for the Bank.
- Provide RDD with the tools to monitor ASSK-KC activities and transactions.
- Mobilize and sensitize the local community to avail various G2C, B2C & financial inclusion Services.
- Reconcile transactions and commission with the Bank and other service provider.
- The CSCSPV shall also offer all B2C services from www.apanacsc.gov.in and other services provided by the Companies and other portals as per requirement.
- CSC SPV shall be responsible for providing service process flow.
- CSC SPV shall provide training to ASSK-KCs.
- CSC SPV shall provide State level Support Center Facility for all CSC SPV services.
- Identify and appoint ASSK-KC of specified qualifications & through transparent system & process.
- CSC SVP shall provide service wallet to ASSK-KC as per requirement.
- To ensure that ASSK-KC contact information is updated with the RDD at all times.
- To submit progress reports to the RDD as per requirement.
- To monitor and reconcile transactions undertaken by ASSK-KC.

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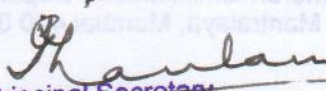
- To map respective ASSK with Gram Panchayat.
- To ensure that ASSK-KC are properly trained to handle their responsibilities, particularly aspects like soliciting customer, hours of calling, privacy of customer information and informing the correct terms and conditions of the products offered, etc.
- CSC SPV shall provide required consumables for project to ASSK as provided under (**Clause 5.6**)

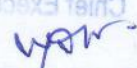
CSC SPV shall arrange technical manpower to maintain the system (**Clause 5.7**).

- CSC SPV agrees that the RDD Authority/Officers are free to inspect the working of the ASSK-KC and all other CSC SPV services.
- CSC SPV to instruct and ensure ASSK-KC not to hamper routine activities assigned to it under the project.
- To Co-ordinate with RDD and various Government departments.
- To do regular reporting of progress of work.
- To escalate the issue to the next level, if ASSK-KC does not receive the data from the officials of the RDD & other Government Department.
- CSC-SPV shall be responsible for Overall Project management, monitoring & co-ordination with CSC-SPV for the purpose.
- CSC-SPV while dealing with State/Central Governments & their various agencies shall keep RDD abreast of all the pre & post developments through a mutually agreed mechanism including written information sharing, periodical meetings etc.
- CSC-SPV will deal with all the legal, managerial, administrative & such related issues arising out of the Project, during project life-cycle with respect to Third Parties & shall keep RDD indemnified of all the liabilities emanating from project implementation even while dealing with Third Parties on behalf of or under the authorization conferred by RDD.
- To replace ASSK-KC in case of any such specific instructions by RDD.
- To ensure that the ASSK will operationalize smoothly with alternative arrangement in case any termination/recognition/removal, etc. ASSK-KC.

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10. ROLE OF RURAL DEVELOPMENT & PANCHAYATRAJ DEPARTMENT (RDD)

- To ensure availability of adequate space. RDD may instruct GPs to make available same infrastructure mentioned above.
- RDD shall instruct GP & to monitor CSC activity & provide ICT and other related infrastructure of earlier project to CSC-SPV.
- Mobilize and sensitize local community to access banking, financial, UID and other CSC-SPV Services through CSC.
- RDD will review progress of this project at regular interval to ensure that the G2G services & free G2C services are adequately provided. In case any shortcomings are found, they will be communicated to CSC-SPV for the remedial actions and CSC-SPV will comply accordingly before the next review. Failure to address the remedial actions the company shall be penalised with 1% of project management charges for each day of delay.
- RDD shall authorize CSC-SPV to approach discuss & deal with the various Maharashtra State department /Central Government & their agencies to propagate, market, formulate, finalize, implement, execute & monitor the projects and services.


11. ROLE OF DIRECTORATE OF INFORMATION TECHNOLOGY (DIT)

- DIT shall be a part of monthly / quarterly review team and ensure technically smooth operations of the ASSKs. It shall also take care of integration of software to any other applications as and when required by the Government.
- DIT will also work as an arbitrator to resolve if any dispute arise in the service level agreement for G2G and G2C Services as mentioned in Para 8.
- CSC-SPV will supply the hardware as per the specifications given by DIT by time to time.
- DIT to make available adequate space in State Data Center to store & protect Data generated in the Project on real time basis.

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12. ROLES AND RESPONSIBILITIES OF GRAMPANCHAYATS

- a) Grampanchayat shall ensure availability of adequate space, internet connectivity and power supply. Also to provide sufficient space for business operation.
- b) Grampanchayat shall get periodic reporting from ASSK-KC and update respective authorities as specified by RDD for evaluation of performance of ASSK & ASSK-KC. Grampanchayat is responsible for the satisfactory services of ASSK.
- c) Grampanchayat shall conduct awareness programs in the respective villages for G2C, B2C and B2B business as well as FI business.
- d) Grampanchayat shall conduct random checking of uploaded data in the applications and assess the quality of the data entered for G2G services of all the department.
- e) Ensure that ICT infrastructure provided is installed and operational all the times.

13. PROJECT MONITORING

- a) Services offered by CSC-SPV shall be executed under the guidance and control of the RDD & DIT.
- b) RDD may take quarterly review of the Project with concern officers. RDD may also take quarterly review for all the activities at CSC level.
- c) Cell established by CSC-SPV at state level shall work in close coordination with RDD for smooth implementation of this project.

14. CONFIDENTIALITY

- a) All parties shall to maintain the secrecy of all documents failing which the parties have liberty and resort to action as stipulated in Agreement.
- b) CSC-SPV is aware that all information disclosed to the ASSK-KC by the RDD and all records, accounts, documents maintained by the CSC-SPV are confidential in nature and having regard to the sensitive nature of the information and records, specifically agrees to maintain secrecy and confidentiality of all the information and records, accounts in respect of the outsourced services in the same manner & degree of care as RDD would ensure for its own confidential & sensitive information. CSC-SPV shall ensure that appropriate and suitable undertaking / Agreement are obtained and

maintained from ASSK to ensure compliance with confidentiality obligations of CSC-SPV.

- c) CSC-SPV shall indemnify and shall keep the RDD indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the RDD may suffer or incur on account of breach of confidentiality obligations by CSC-SPV or its employees, agents, representatives, ASSK-KC.
- d) It is agreed between the parties that all the data and other information supplied to the CSC-SPV during the course of engagement is proprietary information owned by the RDD and CSC-SPV shall not have any claim or right or ownership over such information.

15. COMPLIANCE WITH LAWS OF RDD

- a) CSC-SPV hereby agrees and declares that it shall be its sole responsibility to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by RDD as envisaged under this Agreement. CSC-SPV or their employees would not charge/levy any Amount from ASSK-KC as consideration to start any facility at any outlet other than wallet.
- b) RDD hereby represents and warrants that it has full authority to enter into this Agreement and render the services as envisaged under this Agreement and necessary approvals have been obtained for entering into this Agreement with the CSC-SPV. Further, the persons executing this Agreement on behalf of the RDD have full authority and power to execute this Agreement and bind RDD.

16. GENERAL INDEMNITY

- a) CSC-SPV shall indemnify and keep indemnified RDD and Panchayat against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the RDD may suffer or incur on account of any deficiency in services rendered by CSC SPV and ASSK or any acts of Commission / omission on the part of employees, agents, representatives or B2C contractors or ASSK KC.
- b) CSC-SPV shall indemnify and keep indemnified RDD against all claims limited to actions, loss, damages, costs, including legal expenses which RDD and stake holders may suffer or incur on account of any software related issues.

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Chief Executive Officer

Principal Secretary
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Secretary (Rural Development and
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Rural Development and Water
Conservation Department,
Mantralaya, Mumbai - 400 032.

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- c) CSC-SPV undertake to indemnify RDD from or against all losses, damages or body injury or death to any third party or damage to the premises or the tangible property of PRI or any third party due to performance or non-performance by the ASSK, its representative or agent.
 - d) CSC-SPV shall indemnify and keep indemnified RDD/ PRIs against all claims, compensations, settlement and claim by the ASSK-KC.

17. TERMS OF TERMINATION OF AGREEMENT

- The Agreement shall be valid for a period coterminous with period of Fourteenth Finance Commission, unless specifically terminated by either of the parties as proposed in the Agreement.
- Either party (RDD & CSC-SPV) shall have right to terminate the Agreement by giving three (3) month's prior notice in writing to the other party. In the event of the termination of the Agreement, all Panchayat records, software licences and annual maintenance contracts, information including documents, movable and immovable assets etc. shall be returned to the respective owner, **provided it is ensured that all database is safely stored on state data centre.** However if desired so, Grampanchayat may take a decision to own these properties. In such case all login credentials will be deactivated by CSC-SPV Immediately.

18. TERMINATION OF AGREEMENT BY RDD

1. If the performance of CSC-SPV is not satisfactory, RDD shall issue notice to improve their service standards but even after three reminders if the services offered by CSC-SPV are found unsatisfactory, RDD may issue notice of termination.
2. **Termination of AGREEMENT with CSC-SPV:** The RDD has right to terminate Agreement with CSC SPV if support function as per responsibility mentioned in Agreement completely fails.
3. In case of any dispute arising out of the present project including any of the part of the clauses of the present Agreement or interpretation of any of the part of the present Agreement or any other dispute concerned with the CSC SPV Services project, sole arbitrator shall be appointed with mutual consent, and

CSC e-Governance Services India Ltd.

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W. S. Kulkarni
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Rural Development and Water Conservation Department,
Mantralaya, Mumbai - 400 032.

shall function as per the provision of the Arbitration and Conciliation ACT 1996 and as per the government resolution No. Sankirna 2016/CR.20/Section-19 dated 13.10.2016 of Law and Judiciary Department, Government of Maharashtra.

19. GOVERNING LAWS & JURISDICTION

- e) The Agreement shall be governed and construed in accordance with the Laws of the Republic of India.
- f) The parties agree to submit to the jurisdiction of **Mumbai** court in India in connection with any dispute between the parties under the Agreement.

20. FORCE MAJEURE

The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

21. NOTICES:

Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered e-mail by competent authority, or facsimile to the relevant address sent forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by

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Hanuman
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Conservation Department,
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email or facsimile) or fifteen (15) clear days after posting (if the addressee is outside the country of posting).

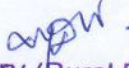
22. MISCELLANEOUS

- i) Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- ii) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- iii) Unless otherwise provided herein, all notices or other communications under or in connection with this AGREEMENT shall be given in writing and may be sent by personal delivery or post or courier or facsimile.
- iv) Neither this AGREEMENT nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- v) In case of any change in applicable laws in India that has an effect on the terms of this Agreement, the parties agree that the Agreement shall be reviewed, and if deemed necessary by the Parties, renegotiated in good faith.
- vi) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation thereof.
- vii) This Agreement shall not be construed as joint venture. Each party shall be responsible for all its obligations towards its respective employees. No employee of either party of any of the two parties shall claim to be employee of other party.

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Secretary (Rural Development and
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Rural Development and Water
Conservation Department,
Mantralaya, Mumbai - 400 032.

23. EFFECTIVE DATE AND DURATION OF THE AGREEMENT

This Agreement shall be effective from the date it is signed by the parties hereto.

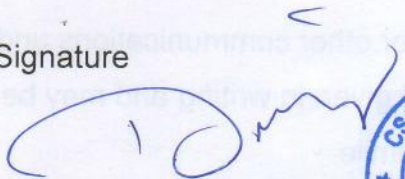
The duration of the Agreement shall be coterminous with period of Fourteenth Finance Commission.

The agreement shall be renewed with the mutual consent of the parties on the terms and conditions as agreed mutually.

IN WITNESS WHEREOF all the parties have hereunto set and subscribed their hands and seals, the 18th day of September 2016 hereinabove mentioned.

Signed for CSC-SPV by its authorized representatives in the presence of:

Signature



Dr. Dinesh Kumar Tyagi

Name of Authorized Representative



Signature of Witness



Name of Witness

Vaibhav Deshpande

Date

CSC e-Govance Services India Ltd.

Chief Executive Officer

Signed for and on behalf of the Governor of the State of Maharashtra
through Secretary RDD in the presence of:

Signature

Signature of Witness

Mr.

Name of Authorized
Representative

Name of Witness

Er. Aseem Gupta

Secretary (Rural Development & Panchayati Raj)
Rural Development & Water Conservation Department
Mentralaya, Mumbai - 400 032.

Date

Signed for and on behalf of the Governor of the State of Maharashtra through DIT
in the presence of:

Signature

Signature of Witness

Mr.

VIJAY KUMAR GAUTAM

Principal Secretary
Information Technology

General Administration Department
Mentralaya, Mumbai - 400 032

Name of Witness

Sameer Patil

Date

Date:

21/04/2015



e-GOVERNANCE SERVICES INDIA LIMITED

CSC e-Governance Services India Limited
Electronics Niketan, 3rd Floor Deity
6 CGO Complex, Lodhi Road
New Delhi - 110003 Tel: 011 24301349

To
The Principal Secretary,
Department of Information Technology,
Government of Maharashtra,
Mantralaya
Mumbai-400032

Subject: Proposal for implementation & Management of CSC 2.0 Mandated Project through CSC-SPV in Rural Maharashtra

Reference: Letter dated 12/04/2016 of the Director of Information Technology, Government of Maharashtra.

Sir,

We are pleased to inform that CSC-SPV, a Special Purpose Vehicle constituted by the Department of Electronics and Information Technology (Deity), Government of India, is willing to accept offer of Government of Maharashtra to function as a Management and Operation layer to support interface in rural Maharashtra to popularize, rollout, propel, operationalise, implement, manage, sustain and universalize CSC 2.0 Project. Inclusion of Sangram centres at GP level as CSC 2.0 centres under the common CSC with a common State co-branding of "Aaple Sarkar" centres would help in harmonizing State vision of Digital Maharashtra with Government of India's visionary program of "Digital India".

2. We are quite sure that CSC-SPV will synergise its efforts with State IT department and other user departments, supported by State and District level authorities, service providing agencies and GP level functionaries to enable delivery of quality e-service & e-governance regimen to the rural masses in the State of Maharashtra. This would be in conformity to the State Government Commitment in simplifying the life of common man especially those living in rural areas of Maharashtra.

3. This would also enable the State Government to realize the dream of "Digital India". Kindly find enclosed the Proposal as desired for kind consideration and approval.

Thanking you,

Yours faithfully,
CSC e-Governance Services India Ltd.


Dr. Dinesh Kr. Tyagi
Chief Executive Officer

Encl. : Project Proposal

Copy to : Director, Information Technology Department, Government of Maharashtra.

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Proposal of CSC-SPV for Rolling out, Management and Operation of CSC 2.0 Centers in Rural Maharashtra.

1. Panchayat Level e-governance status in Maharashtra

Maharashtra Government has taken bold initiatives in last few years to build a Digitally Inclusive Rural Community under a broad vision provided by the **Ministry of Panchayati Raj, Government of India** to the Panchayats in the country. It is under this e-Panchayat Mission Mode Project, the Maharashtra has formulated an innovative programme, viz. SANGRAM (Sanganakiya Gramin Maharashtra) meaning "Computerised Rural Maharashtra" envisioning online delivery of all the possible e-services in G-G, G-C, B-C realm & Financial Inclusion Protocol, Direct Benefit/Entitlement Transfer of the development schemes of the Government of India & the State Government at the doorsteps of the Village Community in a most transparent, speedy and efficient manner. Funds provided to Panchayats under **13th Finance Commission Award** have been allocated on a priority for roll out and stabilization of the SANGRAM Project. Along with these Sangram centres, there are **5621 Maha e-Seva Centers** mostly confined to Urban, Semi-urban and Peri-urban areas as part of the initiative of Department of Information Technology, Government of Maharashtra.

SANGRAM Centers, have also been conferred with a CSC status by the IT Department of the State. These were designed to reach out to each household in rural Maharashtra and each one in every household of the village in Panchayats to provide all the Government sponsored services/entitlements/documents/ certificates / benefits of all the departments, Commercial services like online billing & utility payments / banking facilities, e-marketing services for the agricultural inputs and agro-processed products and all other knowledge based consumer utility e-services.

SANGRAM surely made quite an inroads in rural areas and lauded as a best e-governance rural initiative, receiving first prize for excellence in e-Governance declared by the Government of India for three consecutive years. Ministry of Panchayati Raj, Government of India even advised other states to emulate this initiative.

2. Lessons learnt by CSC-SPV from SANGRAM implementation

CSC-SPV have attempted to obtain & analyse the information of the **SANGRAM** implementation so as to use the good practices adopted & also with a view to avoid any pitfalls while designing and preparing our proposal. A few important deficiencies noticed in **SANGRAM** Implementation are listed herein below:-

- (i) Though designed to be developed as an Entrepreneurial Model, it lacked in creating that awareness due to VLE's misconceptions, Panchayat's inhibitions and Rural Development Department's perceptions (which is a Nodal/Administrative department for SANGRAM) as regards its relationship vis-à-vis VLEs and Project Implementation & Management Agency (PIMA).
- (ii) Failure to integrate and streamline G-G and free G-C e-services delivery across all the State Government Departments, entities and agencies.

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- (iii) Lack of Clarity in roles and responsibilities of various Players and Stakeholders in Project Implementation, Monitoring, supervision and Guidance.
 - (iv) Abrupt, Ad-hoc and Repetitive Policy changes in managerial, financial and project implementation strategy without inbuilt evaluation mechanism and consultative processes in place.
 - (v) Multiplicity of Command Centers, lateral as well as vertical, involving many Government departments, all the three tiers of Panchayat Raj, NGOs, VLE Unionism, procurement players and a few other.

3. Proposed Project Proposal

Based on the status of Panchayat level e-governance in Maharashtra and lessons learnt from **SANGRAM**, CSC-SPV proposes a Model which, within the confines of its mandate conferred by Deity, would ensure that the deficiencies noticed in the implementation of the Sangram projects are addressed appropriately. CSC-SPV building upon the success of **SANGRAM**, taking its many salient features in the Project Design, have made appropriate modifications wherever necessary. CSC-SPV have also taken into consideration the features of newly introduced "APALE SARKAR" programme of the state to make the proposal an integrated and inclusive one.

4. Unique Geographical and Demographic Features of Maharashtra

- In designing the e-Governance Project for Rural Maharashtra, it is necessary to take due cognizance of unique Geographical / Demographic features and distinct Panchayat level institutional set up in the State.
- (i) Unlike uniform pattern of Village Panchayat population and area coverage in other states, Gram Panchayats in Maharashtra have a population coverage ranging from up to **1000** persons (Around 200 Household) to **40000** persons (around 8000 households). **Panchayat** area also ranges from as tiny as **1 Sq. Km** to as large as **100 Sq. Kms**. The habitation pattern within Panchayat ranges from a multiple rarefied to a singular compact depending upon Tribal / Costal / Hilly areas to most thickly populated rural pockets contiguous to urban bodies , especially bordering Municipal Corporations or Peri-urban centers. Maharashtra has around **28000 GPs, around 42000 habitated villages and around 1,00,000 human habitations**. Therefore, while proposing CSC for each Gram Panchayat, we have to consider above features which will add to the difficulties encountered in managing, implementing and monitoring the Project. A smallest Gram Panchayat in population may have geographical spread to tens of kilometers where as a very thickly populated Gram Panchayat may have only one compact human habitation in a Kilometer. Therefore the number of VLEs to be mandated to function in each Gram Panchayat area will have to be determined taking into account the population and geographical spread of each Panchayat.
 - (ii) The Geographical remoteness will also pose challenges of connectivity, timely reach of Operation & Maintenance Support and assignment of VLEs as we cannot keep deprived the villagers residing even in such difficult & remote areas from the benefits of e-services, most of them being Tribal & BPL. To address these challenges the management strategy will have to be an innovative one.

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It seems these issues were not adequately thought through & addressed under SANGRAM implementation. CSC-SPV has kept these factors in mind while designing & submitting this proposal to DIT, Maharashtra.

5. **Positioning of CSCs and VLEs**

Taking into consideration the factors listed in the previous paragraph and need to provide services to the villagers even in the remotest of the areas, one CSC to every Gram Panchayat needs to be provided irrespective of tiny population, area or size. Further, we propose that for Panchayat having large population or area, CSC & VLEs at GPs may be provided on the following scale.

- (i) One CSC and VLE for each Gram Panchayat to cater up to 4,000 population or around 800 households.
- (iii) One additional CSC & VLE for addition of population up to 4,000 each i.e., village with population between 4,000 to 8,000 may have two CSC/VLE, village with population between 8,000 to 12,000 may have three CSC/VLE and likewise for Gram Panchayats.

As the e-services other than G-G and free G-C services, namely G-C & B-C will mostly be paid services recovering user charges, they are expected to generate/fetch reasonable remuneration to VLEs to make their enterprise economically viable & sustainable, even with the additional number of CSCs & VLEs as proposed above.

6. **Stages of CSC establishment for G-G Services & Beyond**

- (i) Taking the advantage of huge infrastructure & management set-up created in Maharashtra under SANGRAM at State, District, Block & especially at Gram Panchayat Level, with a need to strengthen these centers further and to open additional / new centres, CSC-SPV propose following road map.

- **GPs with existing SANGRAM Centre to be part of CSC 2.0**

Most of the Gram Panchayats have a ready and working SANGRAM Infrastructure like done up premises, electric connections, working computers, some level of connectivity, scanner, voltage stabilizer, printers etc. These SANGRAM centres in GPs shall be made part of the CSC 2.0 Project.

- **Additional CSCs**

If a new or additional CSC is required to be opened in addition to the existing one under SANGRAM in the Panchayat, CSC-SPV will facilitate opening of new CSCs as per the implementation guidelines for the Project CSC 2.0.

- **VLEs to be selected by CSC-SPV**

CSC-SPV may select VLE for each Panchayat as per the procedure outlined by Government of India in its implementation guidelines of CSC 2.0 Project.

- **Recurring Costs to be borne by VLEs after first phase of project(4years)**

The recurring cost of running the CSC shall be borne by VLE which includes electricity charges, internet charges, consumables, Minor repairs and Maintenance charges for infrastructure.

- **Arrangement between CSC-SPV, DIT Maharashtra and VLE for G-G and Govt. sponsored free G-C services**

SANGRAM centres once become part of CSC 2.0 would require continuous support from Government of Maharashtra, DIT and other to sustain and eventually become profitable. An arrangement may be made amongst CSC-SPV, DIT Maharashtra and VLE to incur recurring expenses for G-G (Data entry under Central & State Government development schemes & entitlement programmes, MIS generation, PRIA-soft, 19 services specified by the GOI's PR deptt., Free e- services to citizens under State's APALE SARKAR scheme & other Government sponsored free G-C services which are exclusively generated by Government Departments and Undertakings for the citizens) from the funds made available by the Fourteenth Finance Commission in this regard.

- **Paid G-C and B-C Services by CSCs**

CSCs will also roll out paid/user charges based G-C and B-C Services and VLEs be provided with other complimentary & ancillary businesses like e- consumer marketing, agro marketing, e- Rural Mart business, Business Correspondent Opportunities, e- Generic Medicine distribution, Smart Water Kiosk provisioning for which CSC-SPV will be independently tying up with various entities which will make VLEs enterprise a most economically viable.

(ii) **Making CSCs Economically Viable through Gram Panchayat Data Entry & Account Keeping Charges to VLEs for G-G Services.**

Till both Sangram CSCs and new CSC under CSC 2.0 travel beyond G-G and free Government sponsored G-C services, the VLEs will not be getting any substantial income of user charges for paid G-C & B-C services. Even after rolling out these services, economic viability of CSCs is still a challenge and will take long time. Therefore VLE will have to be provided a basic remuneration for G-G Services and free G-C services. That amount will be a basic assurance to VLE to sustain till project scales up to viability through paid G-C and / B-C services. In Sangram Project a basic charges of Rs. 4500/- per month (for Gram panchayat Data Entry and Account Keeping) depending upon the fulfillment of targets under G-G and free G-C services was provided to VLEs from the 13th Finance Commission. Similarly, Government of Maharashtra is requested to pay the basic remuneration through CSC-SPV from the funds made available by the 14th Finance Commission or other budgeted grants or any other resources pooled from other departments for providing them G-G services pertaining to them.

CSC-SPV propose a Gram Panchayat Data Entry and Account Keeping Charges @ Rs.5000/- Per Month during the First phase of the Project which is four years for VLE

7. Training & Capacity & Building

- (i) As the Project is e-knowledge based, involving IT practices & processes, the VLE will have to be provided basic and periodical training which will be the responsibility of CSC-SPV. It will make appropriate quality training arrangements to impart training to their State, District & Block level staff engaged in the Project for Project Management including Procurement, Implementation and monitoring. Basic training followed by updating /refresher training, Whenever a launch or addition of G-G, G-C, B-C, Financial inclusion services etc. are made to the CSC Services Delivery Basket will have to be provided.
- (ii) Capacity of the Panchayat staff and elected representatives, officials of the other departments as relevant to e- service delivery at grass route to sensitise them towards the need of the e-services will also be required. All other stake holders will have to be kept in loop to make Project ownership of everyone including community. This task will also be performed by CSC-SPV with the support of DIT.
- (iii) The specific number of the trainings, their contents & duration shall be determined by the CSC-SPV in consultation with the DIT. It will be involving cost which will be incorporated in the Project Management cost proposed hereinafter in Para 10 of this Proposal.

8. Maintenance, Replacement of printer & Consumable Supply

In Sangram Model, CSC-SPV understands Printer supplier was providing 5 years warranty which is almost coming to an end. We propose to provide required maintenance/repair/ if required replacement of printer or its components. CSC-SPV will ensure the quality & uniformity of the consumable, especially printing ink and paper which are vital for smooth operations of the CSCs and would directly impinge upon the time and quality of delivery of the e-services.

- (i) CSC-SPV proposes that supply arrangements of bare minimum consumables of a pre-decided quality, quantity and periodicity needs to be made an inbuilt component in the Project. The procurement parameters & channel will be decided by CSC-SPV. It will be put as one of the conditions in the Agreement to be signed by the VLEs for their engagement in the Project. CSC-SPV proposes a cost of Rs. 2700 per month for the consumable supply and printer repairs, maintenance to each CSC based on assessment of on-going market prices of these items. The cost of bare minimum consumables, repairs and maintenance needs to be included in the initial project cost to be made available from 14th Finance commission grants or other grants pooled for G-G service delivery. The additional consumables required for paid G-C & B-C services will be provided if demanded, at the same cost to VLEs on payment.

9. Project Staffing Costing/ Charges

- (i) Project Staff – As the project activities are spread over whole of the State & looking to the technical, administrative, managerial, social, political &

host of other intricacies involved in roll out & operationalisation of the Project on one hand and the geographical expanse of the State on the other, a continuous & concurrent handholding / support mechanism will have to be put in place. A call center at the state level managed by skilled & efficient manpower for timely resolution of the VLE queries, client interface to satisfy service user difficulties, State level & District level Project overseeing Managerial, Dispute Resolution machinery with adequate manpower will have to be put in place. Block level Hardware maintenance & repair support to the VLEs on demand with minimum reach out time, Software guidance & updating support mechanism, Training module preparation experts will have to be involved. Most of these activities will be required to be performed on a day to day continuous basis. CSC-SPV proposes a multi-disciplinary, multi-tasking team headed by a senior manager at the State level, a supervisory techno-managerial resource at the district level & accounting, hardware maintenance & repair, software overseeing handholding resource/s as the contingency warrants at the Block level.

This manpower support is expected to be funded under 14th Finance Commission Grants made available to the GPs who have a statutory mandate & responsibility to provide for such e-services support at every GP level.

- (ii) CSC-SPV proposes to divide total State, Division, District & Block level cost to **cost per GP Such cost towards State, Divisional, District & Block level manpower, Call Centre and Help desk Support cost will be around Rs. 1300/- per month per CSC/GP.**
- (iii) The Project staff will be appointed on a Contract basis or by outsourcing it from a reputed Manpower Procurement & Support Agency to avoid any contingent legal liabilities & to get best of the professional hands.

10. Project Management Charges

(i) CSC-SPV will provide implementation support, Management support, software support, Monitoring and Evaluation of the CSC 2.0 Project at every stage. Timely imparting of Training, capacity Building, Consumable Supply, ensuring over charging is not done by VLEs, Selection of VLEs, replacements & timely repair of printer, rolling out of services, developing & updating the relevant software, convincing B-C players to adopt CSC / VLE route & bringing them on board to channelize their services through the Project, resolving VLE concerns, rectifying technological glitches publicity of the Project, integrating it with "APALE SARKAR" shall be the areas where CSC-SPV will have to play a skillful, proactive role.

CSC-SPV will also coordinate with most of the Government departments & their field offices. Requisite reports will have to be generated for the Government & other authorities. Internal Audit will have to be arranged & Statutory Auditors have to be provided with all the requisite data & documents. Services of external, specialized Agencies will have to be procured & deployed for many of these tasks. State Government functionaries at State, Divisional, District, Block and Panchayat level will have to be coordinated & liaisoned with.

- (ii) Therefore, appropriate Project Management cost will have to be provided under the Project for CSC-SPV. Such Project Management mechanism is required & will have to be put in place for the first phase of the Project duration which is expected to be of four

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years. CSC-SPV proposes a cost of Rs.450/- Per month per GP towards the Project Management charges.

Generally, a Project Management cost/Supervision cost levied in Government sector, like PWD, Irrigation, power, water supply departments which supervision is mostly of a technical nature is found to be ranging from 15 % to 20%. The proposed Project Management cost of Rs.450/- comes only to 5 % of the G-G and free Govt. sponsored G-C Project expenditure and is quite reasonable and justified.

11. Policy Support

1) DIT will have to ensure following Policy Support and their strict adherence by the concerned Government Agencies in many areas, for the Project to achieve the ultimate vision as enshrined in the APALE SARKAR Mission of the State Government i.e., Prosperity through e-Governance'. The list of requisite policy support is not exhaustive but indicative.

- a) All G-G & G-C Services of all the Government Departments & other Govt./ Semi Govt. agencies are routed through CSC platform under the Project at the Panchayat level.
- b) No other individual/ Agency/ Authority will be permitted to open CSCs except under this Project & no VLEs will be engaged except as provided under this Project
- c) Directing all Gram Panchayats to make available the Infrastructure under SANGRAM to VLEs and also all the relevant record & documents at Gram Panchayat level to VLEs and CSC-SPV whenever needed to provide e-services.
- d) On time Data supply & other requirements from Government departments & agencies to operationalise their G-G & G-C services at GP level including re-engineered MIS formats.
- e) Adequate space in State Data Center to store & protect Data generated in the Project on real time basis.
- f) Channel & mechanism of the fund flow to CSC-SPV from 14th Finance Commission allocations, its periodicity, timely releases, provision of interest for delayed payment etc.,
- g) Fixed charges to be paid to VLE per month for the duration of the project, Performance indicators for payment & on-line mechanism for release of fixed Compensation etc.
- h) Qualification & experience for VLEs, Reservation policy, selection process, Agreement formats, removal & disciplinary framework etc.
- i) Instruction to incorporate Entrepreneurial Model as priority sector. Inclusion of the VLEs Projects in Annual State Credit Action Plan of the Banks
- j) Expediting GP connectivity Project going on in the state.
- k) Replacement policy for worn out hardware at GP level, Policy for procurement, supply & delivery of minimum consumables to the VLEs, the policy for additional supply of the consumables.
- l) Training mechanism, contents, periodicity, duration etc for VLEs & Project staff. Capacity Building mechanism & duration for the GP level functionaries.

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m) Decisions on any other policy issues as & when needed in the course of Project planning & implementation phases.

2) The Policy formulations or modifications by the Government wherever contingency so demands, affecting the interests of the VLEs or CSC-SPV after giving an opportunity to CSC-SPV. Even otherwise any major policy decision or mid course policy corrections affecting the Project as required to be changed/modified in the course of Project Implementation, shall be taken only in consultation with CSC-SPV.

3) NOFN linkage - As NOFN is being terminated at every Panchayat, State Government may ensure linkage of NOFN and Sangram center.

12.

Overall Costing

Elements of the Project Costing are discussed & justified under relevant head of the Proposal in Para 6 to Para 11 above. However, the consolidated costing is mentioned below;

- (i) VLEs fixed Compensation - Rs.5000 PM per CSC/GP (for Gram panchayat Data entry & account keeping , free G-C services) Para 6(ii)
- (ii) maintenance - Rs. 2700 PM per CSC/GP (for minimum supply.) Para 8(ii)
- (iii) Project Staffing cost - Rs.1300 per month per CSC/GP for State, Divisional, District level & Block level resources. Call Centre & Help desk Facility Para 9(ii)
- (iv) Project Management Charges – Rs. 450 per CSC/GP per month (5% of project cost). Training & Capacity Building cost is also built in Project Management charges. Para 10(ii)

TOTAL CHARGES - Rs.9450 per month per CSC/GP.
(Service tax charges to be paid extra by the DIT).

High Power Committee Meeting

**Venue: Room No. CS Committee Room, 6th Floor, Main Building, Mantralaya,
Mumbai**

Minutes of the meeting

The meeting of the 102nd High Power Committee took place on 22nd July 2016 at 11:00 AM. The following members participated.

- a) Chief Secretary & Chairman of the Committee
- b) Additional Chief Secretary (Finance)
- c) Additional Chief Secretary (Planning)
- d) Principal Secretary (IT)
- e) Director (IT) & Member Secretary of the Committee

In addition, the following invitees also participated for their respective agendas.

- a) Principal Secretary (Finance)
- b) Secretary (Rural Development)
- c) Member Secretary (Maharashtra Jeevan Pradhikaran)
- d) Principal Secretary (Labour)
- e) Principal Secretary (Urban Development-1)
- f) Principal Secretary (School Education)
- g) Deputy Secretary in the office of Chief Electoral Officer
- h) Head, State E-Mission team

Agenda 1**Action taken report of previous HPC meeting**

- i. Member Secretary presented the action taken report (Annexure-1) of the previous HPC meeting. Committee took note of the same.
- ii. Regarding the RFP for Building Plan management system which has been published on 20th July 2016, Principal Secretary (UDD-1) mentioned the requirement of support resources at the municipal council level. Further, he informed the HPC that Project Implementation Committee of UDD has recommended the same for the consideration of the HPC. Committee directed DIT to take note of this and make necessary provision for support resources by making changes in the RFP.



- iii. Chairman of the Committee observed that the agenda notes for the agenda items listed in the meeting have been prepared in a standardized format as suggested in the previous meeting by Principal Secretary (Financial Reforms). He directed that all subsequent proposals should be brought before the Committee in this format. ✓

Agenda 2

Approval to RFP for Centralized Water Billing System of Maharashtra Jeevan Pradhikaran

Agenda Details

Maharashtra Jeevan Pradhikaran (MJP) has submitted a RFP for selection of System Integrator (SI) for implementation and post implementation support of web based centralized billing system for MJP operated water works for BOT basis.

The RFP is for 24 urban water works & 32 rural water supply schemes. A transaction based model has been proposed. The scope of work of RFP is as follows.

- i. Supply & maintenance of hardware like computers, printers, UPS, hand held devices
- ii. supply of customized software/development of software
- iii. Providing Connectivity solutions at user end.
- iv. Generation of bills & printing with all consumables & courier charges.

The estimated project cost is 6.86 Crore.

Proposal before committee

HPC is requested to approve the RFP.

Discussion

Member Secretary, MJP made a presentation before the Committee regarding the salient points of the RFP. Chairman suggested that the bill formats should be designed in such a way that they are simple and customer friendly.

Decision

HPC granted approval to the RFP. ✓

Agenda 3

Approval to RFP for Implementation of ICT scheme in 1500 Schools (Phase-4)

Agenda details

The "Information and Communication Technology (ICT) in schools" scheme was launched in December 2004 and revised in 2011 during the eleventh plan to provide opportunities to secondary school students to build their capacity on ICT skills and give them exposure to learn using computer aided learning tools.

At present, Phase II and III of this scheme are in progress wherein 7915 schools have been covered. Phase IV of 1500 secondary and higher secondary schools has been approved under the Project approval board (PAB) of MHRD in FY 2015-16. The Rashtriya Madhyamik Shiksha Abhiyaan (RMSA), Mumbai is the nodal agency for implementation of the same scheme.

The RFP is for establishing and running computer labs on build-own-operate transfer (BOOT model) for a period of 5 years. This includes supply of computing devices, relevant software's including educational content and connected accessories and provision of IT Education services in 1500 schools (Government and aided schools) in the State of Maharashtra. Non-IT physical infrastructure (classrooms and labs) will be provided by the Department.

The estimated project cost is Rs. 300 crore.

Proposal before the Committee:

HPC is requested to approve the RFP.

Discussion :

Principal Secretary (School Education) briefed the Committee about the background of the proposal which was earlier approved in a previous meeting of the HPC. Subsequently, the RFP was floated. Based on queries of bidders received during the pre-bid meeting, views of DIT on the same, a technical committee was constituted by the Department. The revised RFP has been prepared after incorporating the recommendations of the Technical Committee. Department representative also briefed HPC that majority of the 1500 schools covered will be aided schools as the number of Government run secondary schools is less.



Project consultants, Ernst & Young made a presentation about the salient features of the RFP with specific focus on the clauses where modifications has been made vis-a-vis the earlier RFP and the associated justification.

Principal Secretary (School Education) expressed the view that an integrated projector should be included since it would be easy to use in a classroom setting at the rural level. Further, he informed the Committee that this will be in line with recommendations of the Ministry of Human Resource Development, Government of India. Committee decided to accept the views of Principal Secretary (School Education) in this regard.

Decision

Committee approved the RFP after incorporating the changes as above. ✓

Agenda 4

Approval to RFP of Integrated Welfare Board Management System of Labour Department

Labour Department has submitted a proposal to develop an Integrated Welfare Board Management System, which will be used by 42 worker facilitation centers across Maharashtra, GLOs and Labour department's administrative body for the following purposes:

- 1) To improve service delivery of welfare schemes for construction workers.
- 2) Increase the number of registrations of Construction Worker by visiting construction sites in 42 different district of Maharashtra.
- 3) To integrate different processes of BoWC's Registration & Renewal, Welfare Schemes, cess collection and Accounting & Finance in one system.
- 4) Comprehensive MIS Reporting & Dashboard system for better administration, planning and management.
- 5) Establishment and operations of IT helpdesk / Call Centre with Toll-Free Number for the construction worker.

The project proposes to establishment, operations & maintenance of a network of dedicated Construction Worker's Facilitation Centre (in 42 district of Maharashtra) which will help in bringing in operational efficiency in the labour department.

The project has been scrutinized by the Labour Department's PIC on 4th June 2016.

TTC

It is proposed to setup a Tender Evaluation Technical Committee under the chairmanship of Principal Secretary IT with representation from Labour Commissionerate and Labour Department for carrying out the technical evaluation of the tender.

The estimated project cost is 72.39 crore. Out of this, 57% of the project cost is towards Manpower, rent, equipment and material for Worker Facilitation Centre.

The Annexure- 2 containing the detailed scope of work, prequalification criteria, timelines and payment schedule, duration of the contract etc. will be circulated separately.

Proposal before Committee:

HPC is requested to grant approval to the RFP for development of Integrated Welfare Board Management System for Labour Department.

Decision

Committee decided to defer the agenda at the request of Principal Secretary (Labour) ✓

Agenda 5

Approval to Tendering process of Electoral Roll Computerisation (CEO)

Agenda Details

Chief Electoral Officer, Maharashtra State, had floated tender for Selection of Vendor for Preparation and Publication of Electoral Roll in the State for 3 years further extendable by two years. The RFP has been approved by HPC on 24 Feb 2016.

Three bids from M/s Atishay Infotech Ltd Bhopal/Virgo Softech Limited Indore/Gujarat Infotech Limited, Ahmedabad were received. Post Pre-qualification bid opening; tender evaluation committee verified original documents submitted by bidders against pre-qualification criteria. As all three bidders (Atishay Infotech Ltd/ Gujarat Infotech Ltd/ Virgo Soft Tech Ltd) qualified required criteria, commercial bid was opened front of all evaluation tender committee and representatives of vendors.

Sl.No	Bidder Name	Amount	Bid Rank
1	Atishay Infotech Limited, Bhopal	2,58,22,900.00	L1
2	Virgo Softech Limited, Indore	3,98,23,000.00	L2
3	Gujarat Infotech Ltd, Ahmedabad	4,30,94,547.00	L3

The price bid quoted by the L1 Vendor M/S Atishay Infotech Limited Bhopal is Rs. 2,58,22,900/- (Two Crore fifty eight lakh twenty two thousand and nine hundred only). PIC of CEO Office in its meeting on 21st June 2016 has recommended the selection of L1 vendor to HPC. Total value of the contract for a period of 3 years is $(3 * 2.58 \text{ crore}) = 7.74 \text{ crore}$.

Proposal before Committee:

HPC is requested to grant approval to the L1 Vendor M/S Atishay Infotech Limited Bhopal for period of three years further extendable by two years.

Decision

HPC granted approval to the proposal. ✓

Agenda 6

Approval to RFP for procurement of hardware of FCS department

Agenda details

Department of Food, Civil Supplies & Consumer Protection has submitted a RFP for Procurement of End User IT Infrastructure for the Department. The RFP aims to provide relevant IT hardware at the various district and taluka offices of the Department to enable efficient functioning of the supply chain management of the Public Distribution Scheme. For this purpose, the Department is looking to procure the following IT hardware:

- i. Desktops – 1469 nos.
- ii. Laptops – 525 nos.
- iii. Printers – 1950 nos.
- iv. Scanners – 520 nos.
- v. UPS – 424 nos.

The estimated cost of the project is • **13 crores** and is budgeted by the Department for the year 2016-17.

The Annexure – 3 contains the detailed scope of work, prequalification criteria, timelines and payments terms, etc.

Proposal before Committee

HPC is requested to approve the RFP

Discussion

Chairman observed that the need of IT hardware proposed at the district and block level should be examined in view of the availability of such hardware at the district and block level. This will ensure optimum use of the existing hardware and avoid unnecessary procurement.

Committee directed Food and Civil Supplies Department to carry out an assessment of such infrastructure currently available at the district and block level offices for use of officers and staff engaged in activities concerning the Food & Civil Supplies Department.

Committee also directed Food & Civil Supplies Secretary to record details of the proposed applications for which the proposed hardware will be used and to ensure that the staff working at the district and tehsil level is suitably trained to use the applications and the hardware.

Decision

Committee approved the RFP subject to the above discussion. ✓

Agenda 7 (with the permission of the Chair)

Appointment of agency for management of Aaple Sarkar Gram Sewa Kendras (RDD)

Agenda details

Rural Development Department has submitted a proposal seeking the approval of the High Power Committee for the following-

- a) To entrust CSC SPV (A company incorporated under the Companies Act, 1956 (as amended in 2013) by the Department of Electronics & Information Technology, Government of India) with the responsibility of operation and management of Common Service Centres (CSC) at Gram Panchayat level called "Aaple Sarkar SewaKendras".
- b) To set up an Aaple Sarkar Sewa Kendra in all Gram Panchayats where the annual outlay (GP budget + 14th Finance Commission grants + grants received from Tribal budget + any untied funds) is atleast Rs. 15 lakhs & in a cluster of Gram Panchayats where the annual income of individual Gram Panchayats is less than Rs.15 lakh but where the cumulative annual income of the Gram Panchayats in the cluster (within a single Panchayat Samiti gan) is at least Rs. 15 lakh.
- c) For fixing the rate of Rs. 9450/- per month per CSC (exclusive of taxes) payable to CSC SPV with a break up of Rs. 5000/- per month to the VLE for G-G activities, Rs. 2700/- per month towards consumables, Rs. 1300/- per month towards project staffing cost & Rs. 450/- per month as project management charges. Rate of consumables will be subject to review after 1 year of operation.

- d) CSC-SPV should take full responsibility of digitizing GP account formats (about 33 in number), operation of NIC software (about 11 modules) and provide online services to citizens. For effective implementation, Service Level Agreements (SLAs) will be laid down with CSC-SPV.

After scrutiny of the note of Rural Development Department, views/proposal of DIT regarding the same as communicated on file to RDD are as follows.

Issue	RDD proposal	View of DIT
Number of "Aaple Sarkar SewaKendras" to be set up by CSC SPV	<p>1 Aaple Sarkar Sewa Kendra should be set up in Gram Panchayats that have a total outlay (own budget of Gram Panchayat + 14th Finance Commission funds) of more than Rs. 15 lakhs.</p> <p>Rest of the GPs where the annual income of individual Gram Panchayats is less than Rs.15 lakh but where the cumulative annual income of the Gram Panchayats in the cluster is at least Rs. 15 lakh shall have to form clusters with a provision of one kendra per cluster</p>	<p>The exact number of Aaple Sarkar sewakendras that will be established based on this formula has not been clearly outlined by RDD.</p> <p>However, analysis of the budget-cohort data of Gram Panchayats provided by RDD shows that, if this formula of RDD is followed, the number of Aaple Sarkar SewaKendras that will be set up in the State will be approx. 19000 in the State. This is lower than the number of kendras operational under the erstwhile Sangram project.</p> <p>As per CSC 2.0 guidelines of Government of India, atleast 1 CSC should be set up in a Gram Panchayat.</p> <p>DIT is of the view that there should be one Aaple Sarkar Gram Sewa Kendra in each Gram Panchayat since the Kendra will function as the focal point of all the ICT and e-governance related activities in the Gram Panchayat and provide access to all citizens of the State. In Chattisgarh, one CSC has been planned in Gram Panchayat in the recent MoU signed between CSC SPV and Government of Chattisgarh</p>

		If the number of Aaple Sarkar Sewakendras is reduced, the cost of consumables and management cost per GP may rise as economies of scale would not be realised
Revenue sharing model for G2C services to be provided by Aaple Sarkar Sewa Kendras	<p>RDD has proposed a revenue share of 60% for the Gram Panchayat and 40% for VLE & an inverse ratio if the hardware is procured by the VLE.</p> <p>The rationale behind this proposed revenue sharing model is that capital expenditure as well as recurring expenditure on the centres is being borne by the Gram Panchayat.</p>	<p>As per DIT GR of 2012, all Sangramcenters (erstwhile) having network connectivity have been declared as CSC centres. The proposed "Aaple Sarkar SewaKendras" will continue to function like CSCs. These centres will not remain restricted to services of Gram Panchayat/ Rural Development Development but will offer all the services of all Departments notified under the Right to Services Act, 2015 which have been brought online.</p> <p>Hence, revenue sharing model for the the "Aaple Sarkar SewaKendras" should be similar to the Maha e-sewakendras, which are also being branded as "Aaple Sarkar SewaKendras". As per the revenue sharing model, since the service fee per transaction is fixed at Rs. 20/-, the shares of the various stakeholders can be fixed as follows.</p> <p>Rs.1- Rajya SETU society Rs. 5- Gram Panchayat Rs. 4- Mahaonline Rs. 10- VLE</p> <p>This will ensure that the VLE gets a monetary incentive for running the Kendra & the centre will move towards the objective of becoming self-sufficient without any Government support over the next 5 years.</p>

Quantum of budgetary support from the State budget	<p>Department has proposed a budgetary provision of Rs. 20 crore from the State budget. It appears that Department proposes to use the funds from the State budget for manpower at Taluka level and ZP level</p>	<p>From the proposal of CSC-SPV, it is seen that out of the total cost of Rs. 9450/- per GP per month, project staffing cost is proposed at Rs. 1300 per month & project management charges at Rs. 450 per month. Since these charges are common to all Gram Panchayats, it will be appropriate if this is budgeted from the State level.</p> <p>If this is done, the total budgetary provision required at the State level will be $1750 * 12 * 28000 * 1.15$ (service tax) = Rs. 67.62 crores.</p> <p>If this provision is done at the State level, the cost that the Gram Panchayat will have to bear will also reduce to Rs. 7700 per GP (9450-1750). In this case, the annual expenditure of a GP towards the Aaple Sarkar Sewa Kendra will be Rs. 1,06,260.</p> <p>This will bring the total expenditure at the GP level for all the 28000 centres to around 10% of funds received by the State under the 14th Finance Commission.</p>
Resolution of GP in Gram Sabha	<p>Department has proposed that Gram Panchayats will be requested to pass resolutions in the Gram Sabha on 15th August 2016 indicating their willingness to establish these centres, either singly or in cluster.</p>	<p>While due care has to be taken to scrupulously follow the guidelines of the 14th Finance Commission, the proposed methodology of asking GPs to decide as to whether a centre should be established in a Gram Sabha needs to be revisited. This is bound to create uncertainty in the project.</p> <p>Like any other infrastructure like a Gram Panchayat building or a road, school or primary health centre which is considered basic infrastructure, IT</p>

		<p>infrastructure is also a basic infrastructure which every Gram Panchayat should mandatorily have.</p> <p>Hence, RDD should issue centralized instructions to Gram Panchayats to establish Aaple Sarkar SewaKendras. This will ensure that the decision is quickly rolled out.</p>
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Proposal before Committee

HPC is requested to consider the proposal submitted by Rural Development Department in the light of the views of DIT as above.

Discussion

Secretary, RDD briefed the Committee about the background of the Sangram project which was implemented by Mahaonline from 2011 till 31st December 2015. He also briefed the Committee about the salient features of the proposal placed before the HPC. Further, a draft of the MoU to be entered into between RDD, DIT and CSC SPV was submitted for consideration.

Committee was informed that about the share holding pattern of CSC SPV in which Government of India has the golden share, 44.5% shares are with State Governments including Maharashtra, 44.5% are with Service Centre agencies (SCAs) and 11% are with financial institutions. Further, the Committee was informed that the Chairman of Board of Directors of CSC SPV is Secretary, Department of Information Technology, Government of India.

It was brought to the notice of the Committee that the management and operation of Gram Panchayat level CSCs has been entrusted to CSC SPV in other States like Chattisgarh. Committee requested Secretary, RDD to study the details of the Chattisgarh model, especially the feasibility of one centre in each Gram Panchayat, source of funds and the fund flow model.

Committee opined that the clauses in the proposed MoU should be finalized after detailed scrutiny by a sub-committee headed by Additional Chief Secretary (Finance) & comprising of Principal Secretary (IT) and Secretary (RDD). An agreement should be signed with CSC-SPV after vetting by Law and



Judiciary Department. Further, the sub-committee should examine the costing proposal and duly rationalize it.

Further, Committee opined that the revenue sharing model for G to C services offered through the Aaple Sarkar Seva centres should be in line with the decision taken by or to be taken in the future by DIT for the whole State & such that it incentivizes the VLE appropriately.

After detailed deliberation of the above proposal, the HPC decided as follows.

Decision

- 1) Approval of HPC is granted to the proposal to entrust CSC-SPV (A company incorporated under the Companies Act, 1956 (as amended in 2013) by the Department of Electronics & Information Technology, Government of India) with the responsibility of operation and management of "Aaple Sarkar Seva Kendras".
- 2) Secretary (RDD) is authorised to process the proposal further.
- 3) Revenue sharing model for VLEs for G to C services should be worked out in consultation with DIT in accordance with the DIT GR of rate standardization for G2C services for the entire State.
- 4) HPC constituted a sub-committee headed by Additional Chief Secretary (Finance) & comprising of Principal Secretary (IT) and Secretary (RDD). Sub-committee was authorized too.
 - a. Scrutinize the clauses in the draft Memorandum of Understanding submitted by RDD and finalize the agreement to be signed between RDD, CSC-SPV & DIT.
 - b. Examine and duly rationalize the costing proposal relating to Rs. 1300/- & Rs. 450/- per month per kendra.

****Meeting ended with vote of thanks to the chair****



Member Secretary

Directorate of Information Technology

Annexure - I

ACTION TAKEN REPORT OF 101st MEETING 27th June, 2016

Agenda	Subject	Decision	Action Taken	Concerned Department
2	Approval to RFP for Building Plan Management System (DIT)	Committee approved the RFP.	RFP has been published on 20 th July 2016.	- DIT / UDD-1
3	Approval to RFP for GIS Application/Platform for Urban Areas	Chairman directed that DIT should discuss the issues with Principal Secretary (Financial Reforms) and submit the same for the consideration of the Chairman.	Clarifications sought by Finance Department have been submitted by letter dated 30 th June 2016. Meeting with Principal Secretary (Financial Reforms) has taken place on 30 th June 2016. Matter will be submitted for consideration of Chairman.	DIT / UDD-1
4	Approval to RFP of Web-Based Centralized System across all the ULBs of Maharashtra (UDD-2/DIT)	Committee approved the RFP.	Pending. RFP will be published by 27 th July 2016.	DIT / UDD-2
5	Extension to Facility Management Services in Mantralaya till 31-03-2017	Committee approved the proposal.	Work order issued.	DIT
6	Approval to RFP for providing MSWAN Network Bandwidth for field offices of Revenue	1. Committee approved the RFP 2. Since DIT would be implementing the project, Committee asked Finance	Pending. Priority list of circle offices for providing connectivity	DIT

	Department and Directorate of Accounts & Treasuries	Department to make adequate budgetary provision for the same and place the funds at the disposals of DIT.	has been recently received from Revenue Department. RFP will be published by 27 th July 2016.	
7	Approval to RFP of Selection of System Integrator for implementation of Nagpur Smart and Safe City interventions	Committee approved the RFP. Chairman of the Committee directed DIT to inform Home Department and UDD regarding the budgetary provision required from these Departments over the project period	Technical bid evaluation is in progress. Home Department and UDD have been informed regarding the required budget provision over the project period by letter dated 11 th July 2016.	DIT
8	Approval to RFP of e-Surveillance System for Forest Department	Committee granted approval to the RFP.	Pending	Forest Department
9	Approval to extension of contract of Mahavikas project from 1.4.2016 till 30.09.2016	Committee granted approval to the proposal for 6 month extension as above from (1st April, 2016 to 30th September, 2016) with same terms and conditions as per the original contract.	Pending. The work order will be issued by the Department shortly.	Sales Tax Department

Annexure - 2

Integrated Welfare Board Management System RFP Details with respect to HPC Agenda

1. **What is the scope of work? Has a Functional Requirement Specification been done and is it included in the RFP?**

The scope of work is to Establishment, operations & maintenance of a network of dedicated Construction Worker Facilitation Centers (CWFC) across the state for interfacing with stakeholders such as workers, cess collectors etc. and accepting notified forms/applications in physical or electronic form as notified by Board from time to time.

Detailed scope of work is following points:

- Establishment, operations & maintenance of a network of dedicated Construction Worker Facilitation Centres (CWFC) across the state for interfacing with stakeholders such as workers, cess collectors etc. and accepting notified forms/applications in physical or electronic form as notified by Board from time to time
- Managing field operations at Construction Sites including IEC Activities
- Finalization of process and related templates for computerization / digitization of all forms and files & MIS Reporting requirements required for defined processes of the Board as a part of system operations.
- Software design, development/procurement/customization, deployment, operations, maintenance, training & documentation of a comprehensive solution to meet Board services /functions within scope of this tender (These have to provide for necessary amendments/ upgrades / modifications that may be required in future, also taking into account any change in Central Government rules or any relevant notifications by Government of Maharashtra from time to time relating to any services envisaged under this tender)
- Assessment, Installation of ICT Hardware and Management of Data Centre (DC), Disaster Recovery Centre (DRC) and systems operations office
- Operations & Maintenance of ICT Infrastructure Procured under this contract
- Establishment and maintenance of IT helpdesk / Call Centre to provide support relating to envisaged system services to stakeholders and other third party entities like Board officials, Board nominated officials, cess collecting parties. etc., which have to interface with the system
- Migration of all data (both physical stored documents and electronic) in existing format to the new system implemented.
- Provision, deployment and supervision of personnel required for system operations.

- Setup a comprehensive MIS reporting system providing reports, dashboards etc., as per the format approved by Board.
- Obtain relevant Certifications and adherence to respective Industry Standards as detailed later in this RFP.
- Design, develop, deploy, operationalize and maintain SLA monitoring tool which has the functionalities required for monitoring the specified SLA.
- Conduct periodic seminars for stakeholders, co-ordinating with board and/ or any other designated Board agency as part of change management & training initiatives for the stakeholders related to the system. The MSP shall provide necessary training material and training faculty related to system.
- Manage entire project from conceptualization to operationalization and maintenance as well as subsequent transfer of infrastructure/ applications and handholding for the duration of this contract.
- Design, develop, deploy and maintain a user-friendly web portal providing various online services as described later in this RFP.
- Any additional overarching requirements of the solution for strengthening the services relating to the envisaged system

Yes, Functional Requirement Specification been done and is it included in the RFP.

2. What is the estimated project cost item-wise?

The estimated cost of the project is INR 72.39 Crores. For item wise, please find the table below:

#	Component	FINAL COST
1	CWFC Total Cost - FIXED COST for the Project	
1.1	CWFC Manpower & Rent	36.26
1.2	CWFC Equipment & Material	5.15
	Total for CWFC - FIXED COST	41.41
2	Remaining Cost - TRANSACTION BASED cost	
2.1	Software Application	1.82
2.2	System Hosting	5.74

2.3	Network	0.91
2.4	Personnel Costs	2.27
2.5	Data Migration & Scanning	2.70
2.6	Registration Card & Kit	5.09
2.7	IEC Activities	1.51
2.8	Field Manpower	10.17
2.9	Training & Change Management	0.76
	Total of Remaining Cost - TRANSACTION BASED cost	30.98
	Total	72.39

3. What are the pre-qualification criteria for bidders?

#	Pre-Qualification Requirements
PQ 1	The bidder should be a company registered under the Companies Act, 1956 since last 5 years.
PQ 2	The bidder's average annual turnover should be at least Rs. 150 Crores in last 3 financial years ending 31st March 2016
PQ 3	The bidder should have net worth of Rs. 20 Crore as on 31st March 2016.
PQ 4	The bidder should be engaged in at least 2 IT/ ITeS projects of value above Rs. 20 Crores each involving services to Govt/PSU
PQ 5	Bidder should be engaged a project facilitating Citizen facilitation centre/ Kiosk minimum 50 locations across the state
PQ 6	The bidder MUST have a valid ISO 27001 and ISO 9001:2008 Certification and valid SEI CMMi Level 3 Certification. The certification should be valid as on the last date of bid submission.
PQ 7	Bidder should have a registered/ corporate office in Mumbai
PQ 8	Bidder should be engaged in minimum one project involving survey, registration and beneficiary card distribution activity for Govt/ PSU of project value above Rs. 5 Crores in the last 3 years
PQ 9	The bidder should not have been blacklisted/ banned/ suspended by any government organization at any point of time in India
PQ	The bidder must have a team of at least 200 employees on its rolls

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4. In case there is a marking scheme for technical evaluation, please provide a copy of the marking scheme?

#	Evaluation Criteria	Points
TQ.1.0	Company Profile	10
TQ1.1	The bidder should have average annual turnover of minimum Rs. 150 Cr for the last 3 financial years.	
	Above Rs. 300 Crore	10
	Greater than Rs. 200 Crore and upto. 300 Crore	7
	Rs. 150 Crore to Rs. 200 Crore	5
TQ2.0	Relevant Experience	45
TQ2.1	The bidder should have executed at least 2 IT/ ITeS projects of value above Rs. 20 Crores each involving services to Govt/PSU in the last 3 years	
	4 or more than 4 projects	20
	3 projects	15
	2 projects	10
TQ 2.2	The bidder should have executed minimum one project involving survey using handheld devices, registration and beneficiary card distribution activity for Govt/ PSU of project value above Rs. 5 Crores in the last 3 years	
	Project value above 10 Crores	15
	Project value of above 7 Crores to 10 Crores	10
	Project value of 5 Crore to 7 Crores	5
TQ2.3	The bidder should have executed a project facilitating Citizen facilitation centre/ Kiosk at 50 locations across the state in the last 3 years.	
	80- 100 locations or more	10
	60- 79 locations	7
	50 to 59 locations	5
TQ 3.0	Company Capability	10
TQ 3.1	The bidder must have a team of at least 200 employees on its rolls	
	Greater than 600 employees on its rolls	10
	Greater than 400 to 600 employees on its rolls	7
	200 to 400 employees on its rolls	5
TQ 4.0	Bidder is SEI CMMI 5 Certified	5
TQ 5.0	Technical Presentation	30

#	Evaluation Criteria	Points
TQ 5.1	Understanding of Scope of Work	8
TQ 5.2	Approach, Methodology, and Project Roll-out Plan	10
TQ 5.3	Operation and Maintenance Plan	8
TQ 5.4	Prototype Demonstration of the Proposed Solution	4
	Total	100

5. In case a transaction based model is being recommended, what are the difference scenarios regarding cash-flows and possible outcomes?

It is a fixed cost project involves CAPEX and OPEX. The CAPEX : OPEX is approximately 57:43.

6. What are the provisions to protect the interest of the state in case of a default on the part of the vendor?

Please refer to "8.1 SLA measurement and monitoring", "8.4 Penalties", "8.6 Breach of SLA" under the RFP document.

7. What is the format of filling in technical bids?

The Technical bids shall be complete in all respect and contain all information and documents asked for, except prices. It must not contain any price information.

During the activity of Bid Preparation, the tenderer is required to upload all the documents of the technical bid by scanning the documents and uploading it in the PDF format. This activity of uploading the documents as well as preparation of commercial bid and other Annexures enclosed with the tender (if any) should be completed within the pre-scribed schedule given for bid preparation.

For exact format of technical bid, please refer to 9 Annexure I: Format for Technical Bid , from the RFP.

8. What is the format of filling in financial bids?

Bidder shall submit their commercial bid only in the e-Tendering system. Price quoted elsewhere shall be liable to rejection.

For exact format of financial bid, please refer to 10 Annexure II: Format for Commercial Bid, from the RFP.

- 9. Is it mandatory to handover the source code to the state government/keep it in an ESCROW account during the project implementation?**

Yes, it is mandatory for the vendor to handover the source code to the state government and keeps it in an ESCROW account.

- 10. Has the Department made adequate provision in outlay/budget? If not, how does it propose to cover those costs?**

Yes. The adequate provision in outlay/budget for Integrated Welfare Board Management System has been done by Maharashtra Building and Other Construction Workers' Welfare Board. There is also a registration and renewal revenue source which helps the cost of the project to come down after offsetting with the final cost of the project.

Annexure - 3**Approval to RFP for procurement of hardware of FCS department****Department of Food, Civil Supplies and Consumer Protection, Govt. of Maharashtra****Scope of Work**

Procurement of IT hardware (Desktops, Laptops, Printers, Scanners and UPS) for state-wide offices and godowns of the Department

Pre-qualification Criteria

PQ criteria attached

Detailed under section 1.6 of the RFP (Page Nos. 11-13)

Technical Evaluation Criteria and Marking

Not Applicable (Procurement of IT hardware)

Bidder Selection Method

L1 (Lowest Cost Bid)

Estimated project cost item-wise

Desktops (1469 nos.) – ₹ 7,34,50,000

Laptops (525 nos.) – ₹ 2,88,75,000

Printers (1950 nos.) – ₹ 1,95,00,000

Scanners (520 nos.) – ₹ 36,40,000

UPS (424 nos.) – ₹ 42,40,000

In case a transactional based model is being recommended, what are the different scenarios regarding cash-flows and possible outcome?

Not Applicable (Procurement of IT hardware)

Provisions to protect the interests of the state in case of a default on the part of the vendor

100% payment for procurement of goods to be made only post successful delivery and commissioning of the IT hardware as specified in the RFP

Timelines

Delivery of IT hardware equipment to be completed within 30 days from the date of award of contract followed by commissioning and GoLive within 45 days from date of award

Format for filling commercial bids

Format of commercial bid attached for reference

Payment Terms and SLA

100% Payment to be made post successful delivery and commissioning of the IT hardware.
Detailed SLAs attached for ready reference.

Is it mandatory to handover the source code to the State Government/keep it in an ESCROW account during the project implementation?

Not Applicable (Procurement of IT hardware)

Has the department made adequate provision in outlay/budget? If not, how does it propose to cover those costs?

Yes, budgetary provision of ₹ 15 crores has been made to this effect for the year 2016-17

Pre-qualification Criteria:

Sr. No.	Criterion	Supporting Proofs to be submitted with the Bid
PQ-1	The Bidder should be a registered company under the Companies Act, 1956, should have registered offices in India and should be in existence in India for at least the last 5 years, as on 31st March 2016.	Copy of Registration Certificate of Incorporation signed by Authorized Signatory of the Bidder
PQ-2	Bidder should be Authorized Partner of OEM for the Products Quoted.	Original Manufacturer Authorization Form (MAF) from OEM for each product quoted.
PQ-3	The Bidder should have an average annual turnover of at least Rs. 20 Crores for the last three audited financial years, from supply of IT hardware and their associated maintenance services, etc.	<ul style="list-style-type: none"> • Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years (FY 12-13, FY 13-14 and FY 14-15). • Certificate duly signed by Statutory Auditor of the Bidder for total turnover and turnover from supply of IT hardware infrastructure and their associated maintenance services for last three audited financial years (FY 12-13, FY 13-14 and FY 14-15).
PQ-4	The Bidder should have positive net worth for each of the last three audited financial years (FY 12-13, FY 13-14 and FY 14-15).	<ul style="list-style-type: none"> • Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years (FY 12-13, FY 13-14 and FY 14-15). • Certificate duly signed by Statutory Auditor of the Bidder confirming the net-worth and profit after Tax for last three audited financial years (FY 12-13, FY 13-14 and FY 14-15).
PQ-5	<p>The Bidder should have experience of supplying hardware and related services to clients, for a minimum cumulative supply of 2000 desktops/ Laptops over the last 3 years from one or more projects.</p> <p>And at least ONE of the project should include the distributive supply of these goods and services at minimum 50 locations.</p>	<p>For each project submitted following proofs to be provided:</p> <ul style="list-style-type: none"> • Work orders should clearly mention duration of project, components of scope of work, value of Project. In case such parameters are not explicitly stated in the Work order, Client Certificate declaring the above mentioned parameters should be submitted in addition to Work Order. • Completion certificate from client confirming month and year of completion of rollout confirming scope of work for supply of these hardware is completed.

Sr. No.	Criterion	Supporting Proofs to be submitted with the Bid
PQ-6	<ul style="list-style-type: none"> The Bidder and OEM(s) should not be banned from participating in any of the Tenders by Government of Maharashtra/ Any state Government/ Government of India as on date of submission of the Bid for this RFP. The Bidder and OEM(s) Bidder shall not be under a Declaration of ineligibility for corrupt or fraudulent practices with any of the Government or Public sector units as on date of submission of the Bid for this RFP. <p><i>Government of Maharashtra/ Any State Government/ Government of India refers to Government Departments, Public Sector Undertakings of the Government, Universities formed by the Government.</i></p>	<p>A self-certified letter signed by the Authorized Signatory of the Bidder as per Format 2 of Annexure 3</p>

Format for submitting commercial bid:

Format 2: Format for Bid

Prices for **Supply, Installation, Commissioning and Maintenance of end user IT infrastructure**, in manner as specified in Specifications and Bidding documents.

Bidder's Name & Address

To,
The Principal Secretary,
Food, Civil Supplies and Consumer Protection Department,
Government of Maharashtra,
2nd Floor, Annex Building, Mantralaya,
Madam Cama Road, Nariman point,
Mumbai, Maharashtra -400032

**Sub: Format for Commercial Proposal for Procurement of end user IT Infrastructure
under Bid No.**

Sr. No.	Products**	Make	Model	Price Including all taxes *		
				Cost per Unit (Rs)	Quantity	Total cost (Rs)
1.	Commercial Desktop units with Comprehensive onsite warranty for 5 years					
2.	Commercial Laptops units with Comprehensive onsite warranty for 5 years					
3.(a)	Commercial Printers units with One OEM compatible Cartridge and Comprehensive onsite warranty for 5 years					
3.(b)	Commercial Printers Cartridges units.					
4.	Commercial Scanners units with Comprehensive onsite warranty for 5 years					
5.	Commercial UPS units with Comprehensive onsite warranty for 5 years					
	Total Cost					
		In words				
		Signature of Bidder with Company Seal				

*The Bidder shall quote a price inclusive of all taxes and levies except Octroi for all above mentioned components.

**All the product quoted above includes the Onsite Comprehensive warranty for 5 years

It is here by confirmed that <<__ bidder firm name __>> will supply, install and commission all the above item at mentioned price in commercial bid.

Please Note: Only One Make and Model to be submitted for each Product Category (line item) as listed above.

Service Level Agreements:

- A. If Bidder fails to deliver any equipment at any location within 30 days from receipt of Lol, the penalties will be levied as under:
 - i. A Penalty of Rs 500/- per day per equipment will be applicable for first 15 days after 30th day of receiving the Lol from Department
 - ii. A Penalty of 0.5% of total value of Contract (inclusive of all taxes) per day from 45th day of receiving the Lol from Department.

- B. Bidder shall successfully do the installations and commissioning activities within 45 days after receiving Lol from the Department. If Bidder fails to install and commission any equipment at any location within 45 days after receiving Lol the penalties will be levied as under:
 - i. A Penalty of Rs 500/- per day per equipment will be applicable for first 10 days after 45th day of receiving the Lol from Department.
 - ii. A Penalty of 0.5% of total value of Contract (inclusive of all taxes) per day from 55th day of receiving the Lol from Department.

- C. The cumulative penalty for Delivery, Installation and Commissioning of Goods as stated in above Point A and Point B of Section 3.8.1 is subject to a maximum of 10% Penalty computed on total value of Contract. After which the Department may blacklist the bidder and revoke the Performance Bank Guarantee submitted by the successful bidder.

**MINUTES OF THE MEETING
HIGH POWER COMMITTEE MEETING**

Date: 02nd November, 2016 @ 11.00 AM

Venue: Room No. CS Committee Room, 6th Floor, Main Building, Mantralaya, Mumbai

The meeting of the 106th High Power Committee took place on 2nd November, 2016 at 11 AM. The following members participated

Committee Members-Present	
1.	Shri Swadheen Kshatriya, Chief Secretary and Chairman of the Committee
2.	Shri V. Giriraj, Additional Chief Secretary (Finance)
3.	Shri Vijay Kumar Gautam, Principal Secretary (IT)
4.	Shri Manu Kumar Srivastava, Principal Secretary (Revenue)
5.	Mr Moiz Hussain Ali, SIO, NIC
Special invitee-Participated for their respective agendas	
6.	Shri Nitin Kareer, Principal Secretary, UDD1
7.	Shri Baldev Singh, Principal Secretary, Labour
8.	Shri M.D. Pathak, Principal Secretary, Food and Civil Supply
9.	Smt Manisha Mhaikar, Secretary UDD2
10.	Shri Aseem Gupta, Secretary, RDD

Minutes of the meeting

Agenda 1

Action Taken Report of previous HPC meeting (Annexure -1)

Principal Secretary (IT) presented the action taken report of the decision taken in the 105th HPC to committee and Committee took note of the same.

Agenda 2

Approval to tender of FPS Automation (FCS Department)

Agenda Details

In the HPC meeting held on 30th September 2016, HPC committee had directed the Department Purchase Committee of FCS&CP Department to take up negotiations with the bidders in the presence of Principal Secretary IT and present the outcome in the next HPC meeting.

The L1 bidders for groups were identified on lowest cost basis. As per directions of HPC, the negotiation was held by the Purchase Committee. The bidders have submitted their revised offers as follows:

1	Oasis	21.99	16.90
2	Link-well	26.00	19.41
3	Integra System	27.00	26.00

Outlay Details (As calculated prior to bidding and as calculated based on revised commercial rates)

For FPS Automation, total ₹17.00 per quintal (₹8.5 from the central funds and ₹8.5 from the state funds) budget is allocated. However, the commercial bids received from the bidders across the 3 groups, the average rate works out to be ₹19.75 per quintal.

Yearly Outlay (in Rs. Crore)	88.29	76.00	53.20
Difference from revised rates after negotiation (in Rs. Crore)	Nil	12.29 (16.17%)	35.09 (65.96%)

The current offtake is 37.25 lacs quintals of PDS commodities every month across all the 51,363 FPS shops across Maharashtra. With current offtake, the estimated total outlay is nearly ₹264.86 Crore which is nearly ₹105 Crore more than the budget approved (₹160 Crore) in HPC meeting dated 27th June 2016. Moreover, for current financial year, department needs 20% of total amount (nearly ₹53 crores) of total outlay for the operation of the project.

Proposal before committee

1. HPC is requested to approve the rates received in commercial bids.
2. HPC is requested to approve additional outlay of nearly ₹105 crores for the project.
3. HPC is requested to approve the 20% of total outlay that is nearly ₹53 crores for current financial year.

Discussion

1. Principal Secretary, Food and Civil Supply (FCS) department presented the details of the revised rates finalized with bidders after negotiation in the presence of Principal Secretary (IT) and Purchase Committee, as per the decision taken in 105th HPC meeting.
2. Committee noted that the project cost of Rs. 160 Cr. is not inclusive of taxes whereas the bid amount are inclusive of taxes.
3. Committee took a note that the rate revised by Integra System (Group 3) has not been reduced as compared to other two group's revised rates.

Decision:

1. Committee agreed to consider the project cost inclusive of taxes to be Rs. 192. Cr. and this figure should be used as bench mark for comparison.
2. Committee accorded approval to rates of Group 1 and Group 2 bidders Oasis-Rs. 16.9/- and Link-well Rs. 19.41/- respectively.
3. Committee decided that FCS department should renegotiate with Group 3 bidder (Integra System) to match the Group 2 rate of Rs. 19.41/- . Further, decision will be taken by HPC.

Agenda 3

Approval to Mumbai Wi-Fi project

Agenda Details

In the 105th HPC meeting held on 30th September, HPC had granted in-principle approval for the Mumbai Wi-Fi project. Committee had directed DIT to get concurrence of MMRDA regarding the project funding by sending a proposal to MMRDA. Committee decided to take up the methodology of implementation after obtaining commitment regarding project funding from MMRDA.

As directed by the HPC, DIT had sent a proposal to MMRDA for obtaining project funding by letter dated 3rd October 2016. DIT is informed that MMRDA Executive Board chaired by Hon. Chief Minister has approved the funding for the Mumbai Wi-Fi project according to the proposal of DIT in its meeting held on 19th October 2016.

Since funding commitment has been received from MMRDA, it is proposed to assign the implementation of the Mumbai Wi-Fi project to the Maharashtra IT Corporation as per the decision taken in the meeting chaired by Hon. Chief Minister held on 27th July 2016.

Proposal before Committee

HPC is requested to grant approval to the above.

Discussion:

Principal Secretary IT brief the Committee about the following facts about the project,

- i. In response to DIT letter dated 03rd October, 2016, it is learnt that MMRDA, in its Executive Board meeting held on 19th October, 2016, has approved 100% funding for the project. In the 105th HPC, it was noted that the project cost has been estimated to be 194 Cr for total 500 Hotspots for 5 years.
- ii. Since the project envisages using Mumbai City Surveillance (MCS) infrastructure, there is no option than to take the services of L&T as System integrator.
- iii. DIT has e-tendered for the Internet bandwidth component and only one bid of MTNL received.
- iv. DIT has e-tendered for the electronic components comprising of Access Points, Wired and Wireless Network Management System (NMS), Edge level Switches, POE injectors and expansion modules. The tender was called for commercials directly from OEMs. Four OEMS-CISCO, HPE, Fortinet and Ruckus Wireless responded the bids. Out of 4 bidders, 3 were found eligible and their commercial were opened which revealed the following for the bench mark of 2000 Access Points

i.	HPE	- Rs. 18,98,48,439/-
ii.	Fortinet	- Rs. 19,02,16,192/-
iii.	Ruckus Wireless	- Rs. 20,64,00,000/-

This price discovery is against the cost of Rs. 23,83,06,993/- given by L&T in its technical proposal.

Principal Secretary requested Committee to approve the followings,

- i. Approval to appoint L&T as System Integrator
- ii. Approval to HPE for electronics Components
- iii. Approval to Open commercial of MTNL for Internet bandwidth
- iv. Approval to implement the project through Maharashtra IT Corpn. Ltd.

Decision:

- i. Committee approved L&T as a System Integrator for the implementation of Mumbai WiFi project using MCS infrastructure.
- ii. Committee approved lowest commercial bid of HPE discovered through eTendering process.
- iii. Committee approved opening of commercial bid for internet bandwidth
- iv. Committee approved Maharashtra IT Corporation Ltd., to implement the project.
- v. Committee, approved 30 minutes per user per day with a cap of 3 Gb per user per month, free of cost access to internet for first 6 months and thereafter, free access to only identified Government websites.
- vi. Committee directed that Maharashtra IT Corporation shall adopt a viable on-payment use of internet and explore the revenue generation opportunities.

Agenda 4

Approval to draft agreement between RDD, DIT and CSC-SPV for establishing Aaple Sarkar Seva Kendra

Agenda Details**Background**

The proposal of RDD to entrust CSC-SPV (a company incorporated under the Companies Act, 1956 by DEITY, Government of India) with the responsibilities of operation and management of Aaple Sarkar Seva Kendra is approved by HPC in the meeting dated 22.07.2016. In the same meeting Hon'ble Chief Secretary directed to constitute a subcommittee headed by ACS (Finance) and comprising of Principal Secretary (IT) and Secretary RDD to scrutinise the draft MOU and to examine and duly rationalise costing proposal relating to Rs.1300/- and Rs. 450/- per month per Kendra toward project staffing cost and project management cost respectively. The subcommittee has scrutinised the proposal in its meeting Dt.3/8/2016 and 18/8/2016. Minutes of the meeting are attached as Annexure I & II.

In view of the above and as per the recommendations of subcommittee following proposal is submitted for approval of HPC.

1. The cost pattern per Aaple Sarkar Seva Kendra to be paid to CSC-SPV would be as follows:
 - i) Rs.6000/- as a fixed compensation to kendrachalak for Grampanchayat data entry and account keeping, G2G and free G2C services (as declared on the floor of the Vidhan Sabha by Hon'ble Minister RDD and approved by Hon'ble Chief Minister)
 - ii) Rs. 1300/- per month per Kendra towards project staffing cost and Rs.450/- towards project management cost (total Rs. 1750/-) to be paid to CSC-SPV for

20000 centres provided CSC-SPV declared they have deployed resources as claimed in the explanatory note submitted by them. (Please, find MoM at annexure I).

- iii) Rs.2700/- per month towards the cost for consumables etc. for whole of the project per Kendra with **minimum 20000 Kendra starting in next six months.** (Please find Minutes of Meeting as Annexure II). As on now, 17617 ASSKs are expected to be set across 34 districts.

2. The revenue sharing pattern between GP/CSC-SPV and ASSK-KC for online services will be as follows:-

- i) G2C services of Gram Panchayat:- Gram Panchayat is already paying a fixed amount of Rs. 6000/- per Kendra so all payments received on account of delivery of these services will go 100 percent to grampanchayat. In case of clusters, it will be divided amongst the grampanchayats. The services, which are managed by Mahaonline (MoL) under Aaple Sarkar RTS portal will continue to be managed by MoL and its transactional ownership will remain with MoL. The revenue sharing pattern will also be the same.
- ii) G2C services of other departments:-These services are developed by DIT and hosted in State data centre. The payment received on account of delivery of these services will be shared by VLE (in this case ASSKendrachalak):GP:DIT in ratio of 80:5:15. DIT may further divide the commission to District and RajyaSetu Committee and Software maintenance agency.
- iii) B2C services: As per the nationwide policy of CSC SPV the revenue sharing between VLE : CSC SPV will be 80:20. RDD was initially asking for a share out of 80% of VLE share for GP while expenditure on hardware was done by GP and not VLE, as is the case of standard VLE model of CSC-SPV. However CSC-SPV requested this share to be untouched. The company in turn will take the full responsibility of supplying the hardware as and when required to be replaced. **There shall be no expenditure to GP towards hardware.** The expenses on electricity and Internet charges for the first three years will be borne by Gram panchayats to make these centers viable.

3. Draft agreement between RDD,DIT and CSC-SPV is submitted for approval (Annexure III). After approval, the draft agreement, after duly vetted by L&JD, will be signed by the respective authorities.

View of DIT :

It is important to mention here that around 22000 erstwhile Sangram centres were operational as on December 2015 when the Sangram-1 project came to an end. As on now, 17617 ASSKs are expected to be set across 34 districts. Further, RDD expects around 20000 Aaple Sarkar Sewa Kendras to be operational in the next 6 months.

It is the considered view of DIT that income of a Gram Panchayat should not be the only criterion for deciding whether a Gram Panchayat should have an Aaple Sarkar Sewa Kendra. As per CSC 2.0 guidelines, there is a mandate to set up 1 CSC centre in every Gram Panchayat. Under the Bharat Net project, there is a mandate of providing high speed internet connectivity to each Gram Panchayat. Hence, the basic unit to be considered for setting up an Aaple Sarkar Sewa Kendra should be a Gram Panchayat. If income is fixed as the only criterion, it may result in lower income Gram Panchayats not getting access to a digitally assistance centre and as a result end up creating a digital divide. Hence, RDD should make efforts to ensure that CSC 2.0 guidelines of setting up one CSC center in every Gram panchayat is implemented at the earliest. The above views of DIT should be examined by RDD.

Proposal before committee

The HPC is requested to approve :

- 1) Cost pattern
- 2) Revenue Sharing pattern
- 3) Draft agreement for entrusting CSC-SPV to operationalise and manage Aaple Sarkar Seva Kendra.

Discussion:

- i Secretary, RDD presented the Agenda before the committee.
- ii In the first phase, department plans to operationalize 17617 ASSKs to be set across 34 districts and touch 20000 ASSKs in 6 month time period. Secretary, RDD was of the opinion that nos of 20000 is more realistic as against the Govt of India plan of 1 CSC per GP.
- iii Principal Secretary, IT re-iterated DIT's view that as per the Govt. of India CSC 2.0 mandate, there should be as many ASSKs as GP.

Decision:

- i Committee accorded approval to 20,000 nos of ASSKs and directed RDD to ensure that 20000 ASSKs are functional within 6 month time period.
- ii Committee accepted, in-principle that as per guidelines of CSC 2.0, ASSKs should be operational in each GP of the State. Secretary RDD was instructed to work out a viability

gap funding plan, including cross subsidisation, to ensure that lower income GP also get access to Digital assistance centre and do not add rural digital divide.

Agenda 5

Approval to RFP for Integrated Labour Management System (ILMS) of Labour Department.

Agenda Details

Labour department has floated e-tender for Selection of System Integrator for Integrated Labour management System on 13/04/2016. In which three bidders namely M/s Mastek, M/s PWC and M/s Rolta participated. Technical Qualification evaluation of the bidders is under process. The commercial bid validity is ending on 05/11/2016.

Proposal before Committee:

HPC is requested to accord approval to extend validity of tender to open the commercials.

Discussion:

- i. Principal Secretary, Labour brief the committee on the project. Three bids have been received (Rolta, Mastek and PWC). The technical presentation was done on 15/07/2016. Further, he informed that bid validity (currently valid upto 5th November, 2016) needs to be extended.
- ii. Principal Secretary, IT informed that, as per DIT opinion, PWC (in consortium with DSM Infocom) does not meet the PQ criteria.
- iii. Hon'ble Chief Secretary informed that, Cabinet has approved the opening of two commercial bid instead of three.

Decision:

- i. Committee accorded the approval to extend the bid validity
- ii. Committee accorded approval to open commercial bids of two valid Technically qualified bidder (Rolta and Mastek)

Agenda 6

Approval to RFP for Selection of System Integrator for Implementation of an Integrated Web-Based Solution across ULBs in the State of Maharashtra

Agenda Details

After approval of the HPC in its meeting held on 27th June, 2016, DIT published the Request for Proposal (RFP) for selection of System integrator for implementation of an Integrated Web-Based Solution across ULBs in the State of Maharashtra on 04.08.2016. A Tender Evaluation Committee (TEC) was constituted to evaluate the responses to this RFP by GR dated 15.10.2016. The following three bids were received as a response to the RFP:

Subject:- To establish Aple Sarkar Seva Kendra (ASSK) at each grampanchayat in the state.

As per the directives of HPC held on 22.7.2016 on the mentioned subject. A sub-committee under chairmanship of ACS (Finance), Principal Secretary (IT) & Secretary (RDD) was convened to negotiate with CSC-SPV on issue of staffing and management cost proposed by CSC-SPV vide letter dated 21.4.2016 on 3.8.2016 at the chamber of ACS (Finance).

The meeting has been called for deliberating the issue of payment of Rs. 1300/- and Rs. 450/- per month to CSC-SPV, as per their proposal vetted by DIT, per Gram Panchayat (GP) for setting up CSC, rechristened Aple Sarkar Seva Kendra (ASSK) at GPs through their VLEs, rechristened Aple Sarkar Seva Kendra – Kendra Chalak (ASSK-KC) in addition to Rs. 6000/- per month to be passed on to the ASSK-KC for manning ASSK and Rs. 2700/- per month to be given to ASSK for consumables etc. *(to be reviewed in one year by DIT).*

In the beginning ACS asked representative of CSC-SPV to justify his requirement of these values (Rs. 1300/- and Rs. 450/-). Representative submitted a note with list of resources to be deployed at taluka, district and state level as well as other expenditure heads for implementation of the project in Maharashtra. Committee deliberated on each item and raised issue of utmost need of some of the items mentioned therein. CSC-SPV representative emphasized on the need of these items for successful implementation of the project. It was realized that CSC-SPV had assumed that overall expenditure at these levels would be shared by each GP i.e. 28,000 plus entities and has come to these figures per CSC. It was made clear by Secretary (RDD) that Government is planning to open ASSK for all GPs but will direct a GP to open an independent ASSK only that particular GP has untied funds of more than 15 lakhs a year and remaining GPs shall be sharing ASSK in clusters. Though, GPs have been given freedom to ask for an individual ASSK even if their budgets are below this limit,

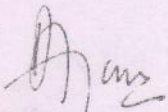
on their volition, they are not being directed to do so under authority of the government. This means, RDD cannot guarantee an ASSK per GP.

CSC-SPV representative contended then that they had calculated these figures with numbers of all GPs in mind and hence they should be given higher values, if not all GPs will have these centers. Also GOI has mandated CSC-SPV to open centers in each GPs. ACS (Finance) explained that situation in Maharashtra is different from other states where average size of GPs is much higher than in Maharashtra. In fact, he argued, no state will have as many numbers of centers as our state even if we go as per RDD's opinion and do not ask each GP to open one center. GOM anyway is keen to have e-governance services to move as close to people as possible and is also interested in maximizing this number, and CSC-SPV should not hold on to this issue, as even they are mandated to open CSCs for benefit of rural population.

After lot of deliberation, CSC-SPV representative then requested to confirm some benchmark figure of number of ASSKs to be opened and consider to increase these monthly payment figures (Rs. 1300/- and Rs. 450/-) proportionately. Though it was realized that this request of putting some figure of expected ASSKs is rational, Secretary (RDD) indicated that it is not possible to put down exact figure. In erstwhile Sangram project, there were about 22000 VLEs but that project had different criterion for grouping GPs for a single center (based on population and not on budget). Also, it is not known how many GPs will go for single independent ASSK on their own volition if their budget is falling short of 15 lakhs in terms of untied funds. Point was deliberated and it was decided that a reasonable figure to indicate will be about 20,000. Secretary (RDD) also indicated that it is not possible to realize all the centers at one go as GPs shall do resolutions in their Gram Sabhas for setting up of these centers. Thus it was decided that RDD will try at the best effort basis to reach upto this and, if possible beyond, within six months of signing of agreement and if this figure is not touched, then also Rs. 1750/- per month shall be paid to CSC-SPV for 20000

centers, provided CSC-SPV self-declares that they have deployed resources as claimed in the explanatory note mentioned above. Once this indicative figure is crossed, if it fails below this figure due to unsatisfactory services or other reasons in future, Rs.1750/- shall be paid only for the working ASSKs. With these conditions, CSC-SPV agreed to charge these figures (Rs. 1300/- and Rs. 450/-) for ASSKs and not for each GP.

CSC-SPV also indicated that, for the services that are going to be rendered from these centers other than those mandated by GPs (their own e-governance, NIC registers and G2C of GPs), share of CSC-SPV should be what it is for the whole of country. Secretary (RDD) stated that though this is to be accepted, remaining share shall be shared between ASSK-KC and GP in a ratio to be decided by RDD. This share will also depend upon whether KC invests in the new hardware or GP does so. CSC-SPV requested that ASSK-KC should make enough money through this entrepreneurial venture so that project achieves sustainability.


(D. K. Jain)

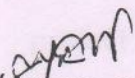
Additional Chief Secretary (Finance), Government of Maharashtra

Sharing of revenue among stakeholders for all services would be decided in the next mtg.

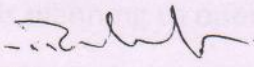
(Vijay Kumar Gautam)

Principal Secretary (IT), Government of Maharashtra

Sharma,
08/08/12


(Ajeem Gupta)

Secretary (RDD), Government of Maharashtra


(Vaibhav Deshpande)

State Head, CSC-SPV Scheme (Maharashtra)

23

Subject:- Meeting of the Subcommittee for vetting of draft agreement between RDD,DIT and CSC_SPV, to establish Aaple Sarkar Seva Kendra (ASSK) at grampanchayats in the state.

As per the directives of HPC held on 22.7.2016 on the above mentioned subject, meeting of the sub-committee under chairmanship of ACS (Finance), Principal Secretary (IT) & Secretary (RDD) was convened to negotiate with CSC-SPV on issue of draft agreement between RDD, DIT and CSC SPV on 18.8.2016 at the chamber of ACS (Finance), 5th Floor, Mantralaya Mumbai. List of the participants present for the meeting is attached herewith.

Secretary (RDD) briefed about the recent developments of the project that the GR as a guideline to the project has already been issued on 11th August 2016. Though the meeting has been called to finalize draft agreement between RDD, DIT and CSC-SPV, it was important the Committee deliberated on the issue raised by DIT with regards to the cost of Rs.2700/- per month towards consumable etc. on file stating therein that they will be able to discover unit price of cartridges by enquiring from the OEM i.e. Canon and other consumable cost per month could only be ascertained after study of consumption pattern of various components including paper, cartridges etc. *over a period.*

ACS (Finance) asked the representative of CSC-SPV to justify his requirement of Rs. 2700/-. Dr. Tyagi, COO, CSC-SPV explained in detail that this cost (Rs. 2700/-) includes cost for various maintenance activities, replacement of printers and consumables Supply and also the cost required for the support activities. Dr. Tyagi pointed out that the cost proposed by the company was less than what was proposed by the Mahaonline (Rs.3000/- per center per month) and was also less than cost proposed by CSC-SPV for the state of Chattisgarh. CSC-SPV representative emphasized on the need of these items for successful implementation of the project. It was realized during deliberation that CSC-SPV had assumed that overall expenditure at these levels would be shared by each GP i.e. 28,000 plus entities and had come to these figures per CSC. CSC-SPV representative contended then that they had calculated these figures with numbers of all GPs in mind. It was again reiterated by Secretary

(RDD) that RDD cannot guarantee an ASSK per GP. He explained in detail the reasons behind it stating that although Government is planning to open ASSK for all GPs but would direct a GP to open an independent ASSK only when that particular GP has untied funds of more than 15 lakhs a year and remaining GPs would be sharing ASSK in clusters. Though, GPs have been given freedom to ask for an individual ASSK even if their budgets are below this limit, on their volition, they are not being directed to do so under authority of the government. Principal Secretary (IT) explained that in the absence of any record of quantity of consumables from the previous project and no input from RDD on working out further projections, DIT had adopted the approach of comparing the proposals from both Mahaonline (Rs.3000/- based on average cost worked out from their implementation of Sangram project) and CSC-SPV and recommended the cost of CSC-SPV which was less than cost proposed by Mahaonline. He stated that DIT had already stated this in the final note and also noted there, that DIT can only discover the unit cost of cartridges for printing at this stage and component of 2700/- could only be reviewed after a year on the basis of actual figures of consumption of other components under this line item. CSC-SPV stated that it should be appreciated that if such a price discovery after a year led to increase in 2700/- per month valuation, this increase must also be allowed. Also, this should be done for all GP's & every GP's may have different figures. ACS brought the point that in case we average this cost for all Kendras of GP's, bigger Kendras GP's get effectively subsidized by smaller ones & that was not desirable. Also, increase in this payment may not be agreed upon for future phases. It was discussed that it was not desirable to keep loose ends for future & negotiations should lead to unambiguous figures. Also, issue of payment for Kendras or per GP has to be settled. RDD secretary stated that similar issue had arisen for payment of 1300 /- and 450/-. In earlier discussion it was decided that these charges be paid per kendras and not GP with a rider that minimum 20000 kendras will be set up in six month. Similar policy may be applied for same.

After these deliberation, committee felt most rational unambiguous way would be to accept cost of Rs 2700/- pm for whole of the project period per Kendra, with minimum 20000



kendras starting in next six months. Also, RDD should at the earliest determine the cost implications per month per Kendra for each GP on the basis of precise monitoring of expenditure on consumables while ensuring average payment of Rs. 2700/ per Kendra to CSC-SPV during this project period.

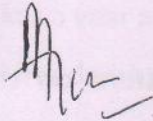
The committee further discussed the issue of revenue sharing pattern on the commission received on the services of ASSK. After lot of deliberations, following revenue sharing pattern was finalized.

1. G2C services of Gram Panchayat: - Gram Panchayat is already paying a fixed amount of Rs. 6000/- per Kendra so all payments received on account of delivery of these services will go 100 percent to grampanchayat. In case of clusters, it will be divided amongst the grampanchayats.
2. G2C services of other departments:-These services are developed by DIT and hosted in State Data Centre. The payment per service transaction received on account of delivery of these services will be shared among stakeholders including ASSK Kendra chalak and GP as determined by DIT subject to fixed component of 5% to GP.
3. B2C services: As per the nationwide policy of CSC SPV the revenue sharing between VLE: CSC SPV will be 80:20. CSC-SPV in turn, will take the full responsibility of supplying the hardware as and when required to be replaced. There shall be no expenditure to GP towards hardware. The expenses on electricity and Internet charges will be borne by Gram Panchayats during the project period.

CSC-SPV submitted that they would raise the centralized invoice per month to the Rural Development Department and RDD should ensure centralized payment to them. The request was accepted by Secretary (RDD) on the grounds that company would develop a suitable online fund flow mechanism and monitoring system for the department.

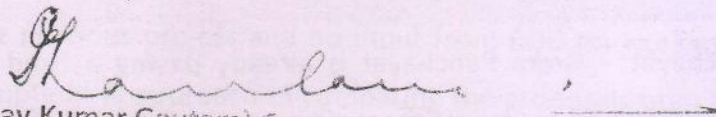
The issue of whether DIT be a party in the agreement was raised by PS (IT). ACS (Finance) instructed that let DIT be a party in the agreement as the same is proposed and approved by HPC.

The meeting ended with a vote of thanks to the chair.



(D. K. Jain)

Additional Chief Secretary (Finance), Government of Maharashtra



(Vijay Kumar Gautam)

Principal Secretary (IT), Government of Maharashtra



(Aseem Gupta)

Secretary (RDD), Government of Maharashtra

(Dr. Tyagi)

State Head, CSC-SPV Scheme (Maharashtra)