

**3(35)/2015-EG-II**

**DEPARTMENT OF ELECTRONICS &  
INFORMATION TECHNOLOGY  
MINISTRY OF COMMUNICATIONS &  
INFORMATION TECHNOLOGY  
GOVERNMENT OF INDIA  
NEW DELHI**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**SELECTION OF CONSULTANCY AGENCY**

**FOR**

**NATIONAL PROGRAMME MANAGEMENT UNIT  
(NPMU)**

**FOR**

**APPRAISAL AND MONITORING OF PROJECTS UNDER  
SPECIFIC SCHEMES**

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## List of Abbreviations

1	DeitY	Department of Electronics and Information Technology
2	BPR	Business Process Re-engineering
3	CISA	Certified Information Systems Auditor
4	CISSP	Certified Information Security Professional
5	DIET	District Institute of Education and Training
6	DPR	Detailed Project Report
7	EMD	Earnest Money Deposit
8	G2C	Government to Citizen
9	G2G	Government to Government
10	GoI	Government of India
11	ITIL	Information Technology Infrastructure Library
12	LoI	Letter of Intent
13	MHRD	Ministry of Human Resource Development
14	MMP	Mission Mode Project
15	NeGP	National e-Governance Plan
16	NPMU	National Programme Management Unit
17	PBG	Performance Bank Guarantee
18	PMP	Project management Professional
19	QCBS	Quality Cum Cost Based Selection
20	RFP	Request for Proposal
21	SoW	Scope of Work

## 1. Fact Sheet

Clause Reference	Topic
4.4	The method of selection is QCBS - Quality Cum Cost Based Selection with a weightage of 80:20 between technical and financial.
3.4.2	<p>RFP can be collected from the following address on or before &lt; <i>indicate date, time</i>&gt;:</p> <p>Shri Trilok Chandra, Director, DeitY, Room No 2021, Electronics Niketan, 6, C.G.O Complex, Lodhi Road, New Delhi 110003. Phone: 011-24301221, Email: <a href="mailto:trilok.chandra@nic.in">trilok.chandra@nic.in</a></p> <p>by paying the document Fee of Rs. 5,000/- by Demand Draft in favour of Pay and Account Officer, Department of Electronics and Information Technology, Gol and payable at Delhi from any of the scheduled bank/Nationalized bank</p> <p style="text-align: center;"><b>OR</b></p> <p>Downloaded from DeitY's website. However in this case, the bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along with the Proposal.</p>
3.4.3	<p>Earnest Money Deposit of amount Rs. 10,00,000/- (Rs. Ten Lakhs only) by Demand Draft in favour of Pay and Account Officer, Department of Electronics and Information Technology, Gol and payable at Delhi from any of the scheduled bank/Nationalized bank</p> <p style="text-align: center;"><b>OR</b></p> <p>Bank Guarantee as mentioned in Annexure II.</p>
3.3	<p>A pre-Bid meeting will be held on 19.02.2016, 3.00 P.M and Electronics Niketan, DeitY.</p> <p>The name, address, and telephone numbers of the Nodal Officer is:</p> <p>Shri Trilok Chandra, Director, DeitY, Room No 2021, Electronics Niketan, 6, C.G.O Complex, Lodhi Road, New Delhi 110003. Phone: 011-24301221, Email: <a href="mailto:trilok.chandra@nic.in">trilok.chandra@nic.in</a></p> <p>All the queries should be received on or before 12.02.2016, 3.00 P.M., either through post or email.</p>
12	The Nodal Agency/Department envisages any downstream work: No
3.5.2	Proposals should be submitted in English language.

13.1 & 8	The estimated number of professional staff-months required for the assignment is: 252
3.7.2	Proposals must remain valid until 90 days after the submission date.
3.4.4	Bidders must submit <ul style="list-style-type: none"><li>• An original and one additional copies of each proposal along with one copy of non-editable CD for Prequalification &amp; Technical Proposal</li><li>• One original copy of the Commercial Proposal</li></ul>
3.5.3	The proposal submission address is:  Shri Trilok Chandra, Director, DeitY, Room No 2021, Electronics Niketan, 6, C.G.O Complex, Lodhi Road, New Delhi 110003. Phone: 011-24301221, Email: <a href="mailto:trilok.chandra@nic.in">trilok.chandra@nic.in</a>
3.5.3	Proposals must be submitted no later than the following date and time: 3.30 P.M, 29.02.2016

## **2. Introduction**

### **2.1 Basic Information**

- (i) Department of Electronics & Information Technology (DeitY), Government of India invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Consulting agencies (“Bidders”) for the provision of the e-Governance consulting services as described in Section 6 of this RFP, “Scope of Work” (“the Services”). DeitY is the Nodal Agency for this public procurement.
- (ii) Any contract that may result from this public procurement competition will be issued for a term of three years (“the Term”).
- (iii) DeitY reserves the right to extend the term on the same terms and conditions.
- (iv) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

### **2.2 Purpose**

DeitY proposes to select Consultancy Agency to provide Programme Management services for National Programme Management Unit (NPMU) for the projects funded under the following schemes:

- (i) World Bank Assisted- India: e-Delivery of Public Services DPL Project
- (ii) Good Governance & Best Practices
- (iii) Enabling all Schools with Virtual Class Room
- (iv) Any other project as desired by DeitY

### **2.3 Project Background**

The details of these schemes are as below:

#### **(i) World Bank Assisted- India: e-Delivery of Public Services DPL Project**

World Bank had approved USD 150 million as Development Policy Loan for India to accelerate implementation of its National e-Governance Plan (NeGP). “The objective of the project is to support the implementation of government’s reform program to strengthen the systems for electronic public services delivery and integrate them more effectively into a policy driven system. The project will support institutional strengthening of government agencies and minimize the problems / barriers in implementation of electronic services through policy reforms and institutional actions.”

Specifically, the loan is aimed at supporting the following policy and institutional actions that place higher emphasis on coordination and increased outreach to the common man:

- a. Strengthen States' institutions in e-Governance
- b. Development of Technical Standards for e-Governance
- c. Improve inter-agency co-ordination and monitoring of e-Governance
- d. Improve access to services by using mobile platforms while increasing the pace of internet penetration
- e. Facilitate increased participation of users in design and evaluation of e-governance projects
- f. Improve service orientation of government processes and officials
- g. Electronic Service Delivery Act
- h. Uniform and predictable verification of e-service users

The details of the programme can be found at DeitY's website (<http://deity.gov.in/content/world-bank-assisted-projects>).

## **(ii) Good Governance & Best Practices**

The National e-Governance Plan has been launched to deliver government services to citizens in electronic mode. Though a number of e-Governance Applications have been developed and are delivering government services to citizen in their localities, these applications are not replicated across the States/UTs. Hence, there is a dire need to replicate the best practices of e-Governance and successful e-Governance applications.

DeitY is implementing a scheme on "Good Governance and Best Practices" to promote ICT enabled good governance in the country. This funding scheme aims to promote e-Governance in the country wherein, the replication of successful e-Governance practices and applications would be taken up and departments would also be encouraged to come up with new applications in uncovered domains. As a way forward and with a view to broaden and further streamline project proposals under the scheme, guidelines have been issued. The indicative areas in which proposals are been considered are as below:

- a. Replication of Best Practices from other projects/schemes
- b. Pilot and prototypes for e-Governance
- c. Innovative projects in uncovered domains
- d. Automation of existing Government Processes (G2G /G2C)
- e. Transformation of existing Government Processes (Government Process Reengineering)
- f. Information Dissemination to Citizens
- g. Enabling mobile service delivery
- h. Capacity building of Government Officials

## **(iii) Enabling All Schools with Virtual Class Rooms**

DeitY is implementing a scheme on "Enabling All Schools with Virtual Class Rooms". The project is proposed to be implemented in the Pilot States of Himachal Pradesh,



Gujarat, Rajasthan, Tamil Nadu and Tripura.

The total number of targeted schools in Phase – I are 3500 plus 50 DIET / any central locations in the district. The project will enable the school teachers to reach at far locations without physical presence and on the other hand empowered the student to be taught by subject expert sitting at far end. It is envisaged that in Phase – I of the project the five states (taken as pilot states as identified by MHRD) will be taken where a substantial number of DIET locations (to be selected based on availability of raw power / Internet connectivity, etc.) along with schools under its jurisdiction from all the five state will be picked for implementation of project.

**(iv) Any other project as desired by DeitY**

**3 Instructions to the Bidders**

**3.1 General**

- (i) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the consultancy support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- (ii) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by DeitY on the basis of this RFP.
- (iii) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of DeitY. Any notification of preferred bidder status by DeitY shall not give rise to any enforceable rights by the Bidder. DeitY may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of DeitY.
- (iv) This RFP supersedes and replaces any previous public documentation & communications and Bidders should place no reliance on such communications.

**3.2 Compliant Proposals / Completeness of Response**

- (i) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- (ii) Failure to comply with the requirements of this RFP may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - a. Comply with all requirements as set out within this RFP.
  - b. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP

- c. Include all supporting documentations specified in this RFP

### 3.3 Pre-Bid Meeting & Clarifications

#### 3.3.1 Bidders Queries

- (i) DeitY shall hold a pre-bid meeting with the prospective bidders on 3.00 P.M. 19.02.2016 at Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi 110003.
- (ii) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach **Shri Trilok Chandra, Director, DeitY, Room No 2021, Electronics Niketan, 6, C.G.O Complex, Lodhi Road, New Delhi 110003**. Phone: 011-24301221, Email: [trilok.chandra@nic.in](mailto:trilok.chandra@nic.in) by post or email on or before 3.00 P.M., 12.02.2016. For any email queries, please include “NPMU for DeitY RFP-2015” in the subject of your email.
- (iii) The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification/ Suggestion
1.			
2.			
3.			
4.			
5.			
6.			

- (iv) DeitY shall not be responsible for ensuring that the bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by DeitY.

#### 3.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- (i) The Nodal Officer will endeavor to provide timely response to all queries. However, DeitY makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DeitY undertake to answer all the queries that have been posed by the bidders.
- (ii) At any time prior to the last date for receipt of bids, DeitY may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- (iii) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on [www.deity.gov.in](http://www.deity.gov.in) and emailed to all participants of the pre-bid conference.
- (iv) Any such corrigendum shall be deemed to be incorporated into this RFP.
- (v) In order to provide prospective Bidders reasonable time for taking the

corrigendum into account, DeitY may, at its discretion, extend the last date for the receipt of Proposals.

### **3.4 Key Requirements of the Bid**

#### **3.4.1 Right to Terminate the Process**

- (i) DeitY may terminate the RFP process at any time and without assigning any reason. DeitY makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- (ii) This RFP does not constitute an offer by DeitY. The bidder's participation in this process may result DeitY selecting the bidder to engage towards execution of the contract.

#### **3.4.2 RFP Document Fees**

- (i) RFP document can be purchased at the address & dates provided in the Fact sheet by submitting a non refundable bank demand draft of Rs. 5,000/- in favour of Pay and Account Officer, Department of Electronics and Information Technology, Gol and payable at Delhi from any of the scheduled bank/Nationalized bank.
- (ii) The bidder may also download the RFP documents from the website [www.deity.gov.in](http://www.deity.gov.in). In such case, the demand draft of RFP document fees should be submitted along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

#### **3.4.3 Earnest Money Deposit (EMD)**

- (i) Bidders shall submit, along with their Bids, EMD of amount Rs. 10,00,000/- (Rs. Ten Lakhs only) by Demand Draft in favour of Pay and Account Officer, Department of Electronics and Information Technology, Gol and payable at Delhi from any of the scheduled bank/Nationalized bank **OR** Bank Guarantee (in the format specified in Annexure II) issued by any nationalized bank in favor of Pay and Account Officer, Department of Electronics and Information Technology, Gol , payable at New Delhi and should be valid for six months from the due date of the tender / RFP.
- (ii) EMD of all unsuccessful bidders would be refunded by DeitY within two months of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure VIII.
- (iii) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- (iv) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- (v) The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

#### **3.4.4 Submission of Proposals**

- (i) The bidders should submit their responses along with duly filled forms as per the format given in this RFP in the following manner:
  - Response to Pre-Qualification Proposal: (1 Original + 1 Copy + 1 CDs) in first envelope
  - Technical Proposal - (1 Original + 1 Copy + 1 copy of non-editable document in CD) in second envelope
  - Commercial Proposal - (1 Original) in third envelope
- (ii) The Response to Pre-Qualification Proposal, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super- scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
- (iii) Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- (iv) The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for "National Programme Management Unit for Specific Schemes" - < RFP Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time>".
- (v) The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- (vi) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- (vii) The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- (viii) All pages of the bid including the duplicate copies, shall be initialed and stamped by the Authorized Signatory.
- (ix) In case of any discrepancy observed by DeitY in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- (x) Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of

any discrepancy observed by DeitY in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

### **3.4.5 Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

## **3.5 Preparation and submission of Proposal**

### **3.5.1 Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DeitY to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

DeitY will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **3.5.2 Language**

The Proposal should be filled by the bidders in English language only.

### **3.5.3 Venue & Deadline for Submission of proposals**

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to DeitY at the address specified below:

Shri Trilok Chandra, Director, DeitY, Room No 2021, Electronics Niketan, 6, C.G.O Complex, Lodhi Road, New Delhi 110003. Phone: 011-24301221, Email: [trilok.chandra@nic.in](mailto:trilok.chandra@nic.in)

Last Date & Time of Submission 29.02.2016 before 3.00 P.M.

### **3.5.4 Late Bids**

- (i) Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and shall be returned unopened.
- (ii) The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained in this matter.
- (iii) DeitY shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- (iv) DeitY reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### **3.6 Deviations**

The bidder may provide deviations to the contents of the RFP document. It may be noted that once the deviations are provided, the bidder would not be allowed to withdraw the deviations submitted.

The Proposal evaluation committee would evaluate and classify them as “material deviation” or “non material deviation“. In case of any material deviations, the Committee would be entitled to reject the bid.

### **3.7 Evaluation process**

- (i) DeitY will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- (ii) The Proposal Evaluation Committee constituted by DeitY shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- (iii) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- (iv) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- (v) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- (vi) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

#### **3.7.1 Bid Opening**

The Proposals submitted up to 3.00 P.M. on 29.02.2016 will be opened at 4.00 P.M. on 29.02.2016 by officer authorized by DeitY, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

#### **3.7.2 Bid Validity**

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of submission of Tender.

#### **3.7.3 Bid Evaluation**

- (i) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
  - are not submitted as specified in the RFP document

- received without the Letter of Authorization (Power of Attorney)
  - are found with suppression of details
  - with incomplete information, subjective, conditional offers and partial offers submitted
  - submitted without the documents requested in the checklist
  - have non-compliance of any of the clauses stipulated in the RFP
  - with lesser validity period
- (ii) All responsive Bids will be considered for further processing as below.
- (iii) DeitY will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

### 3.8 Consortiums

Consortiums are not allowed for the bid.

## 4 Criteria for Evaluation

### 4.1 Pre-Qualification Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Consortiums	Bidder should be an individual organization. Consortiums are not allowed.	
2.	Legal Entity	Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 operating for the last five years.  Should be registered with the Service Tax Authorities.	Copy of Certificate of Incorporation and Copy of Service Tax Registration Certificate
3.	Sales Turnover in Consulting (or IT Consulting, depending on the nature of work)	Annual Sales Turnover generated from services related to Consulting (or IT Consulting) during each of the last three financial years (as per the last published Balance sheets), should be at least Rs. 30 crore.  This turnover should be on account of Consulting (or IT Consulting) only and should not comprise of sales revenues related to supply of hardware/IT infrastructure and their associated maintenance services, implementation of packaged software etc.	Extracts from the audited Balance sheet and Profit & Loss;  OR  Certificate from the statutory auditor
4.	Technical	Consultant must have successfully	Completion

	Capability	<p>completed in the last 5 years at least the following numbers of consulting engagement of value specified herein:</p> <p>One project of similar nature not less than the amount Rs. 4 crore;</p> <p style="text-align: center;">OR</p> <p>Two projects of similar nature not less than the amount equal Rs. 3 crore;</p> <p style="text-align: center;">OR</p> <p>Three projects of similar nature not less than the amount equal Rs. 2 crore</p>	<p>Certificates from the client;</p> <p style="text-align: center;">OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor);</p> <p style="text-align: center;">OR</p> <p>Work Order + Phase Completion Certificate from the client</p>
5.	Manpower Strength	The bidder must have on its rolls consulting staff of at least 30 technically qualified personnel (B.E./B.Tech/MCA/MBA) in the area of consulting services for IT related projects including e-Governance, Program/ Project Management, IT Infrastructure, IT security and IT Procurement and who possess relevant degrees/credentials with prior experience in providing the above consulting services as on 31st March 2015	Certification by the Head (HR) for the number of technically qualified professional employed by the company
6.	Blacklisting	The bidder shall not be blacklisted by any Central/ State Government (Central/ State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as of 31st March 2015	Self-certification by the authorized signatory that it has not been blacklisted by Central/ State Government Departments or PSUs for corrupt or fraudulent practices.

#### 4.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations

#### Technical Evaluation Criterion



S. No	Criteria	Requirements	Max Marks	Supporting Documents
	<b>COMPANY PROFILE</b>		<b>20</b>	
1.	Average turnover from services related to Consulting (i.e. revenue should be on account of consulting other than related to supply of hardware/IT infrastructure and their associated maintenance services, packaged software etc. in last 3 years (Turnover in Rs Crores)	More than Rs. 90 crore : <b>10 marks</b>  More than Rs. 60 crore & upto Rs. 90 crore (including) : <b>6 marks</b>  Rs. 30 crore & upto Rs. 60 crore (including): <b>3 marks</b>  Less than Rs. 30 crore : <b>0 marks</b>	10	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
2.	Full-time professional staff engaged in consulting services (Number of Staff)	More than 60: <b>10 marks</b>  Between 45 & 60 (including): <b>6 marks</b>  Between 30 & 45 (including): <b>3 marks</b>  Less than 30 (including) : <b>0 marks</b>	10	A self certification from Head (HR)
	<b>RELEVANT PAST EXPERIENCE</b>		<b>20</b>	
3.	Experience relevant to this engagement as listed below to be demonstrated in a maximum number of engagements that have either been completed or an ongoing project where a similar deliverable or milestone has been successfully achieved. The work order should have been issued within the last 5 years, as on 31 <sup>st</sup> March 2015	Equal to or more than 5 projects : <b>20 marks</b>  4 Projects : <b>16 marks</b>  3 Projects : <b>12 marks</b>  2 Projects : <b>8 marks</b>  1 Project : <b>4 marks</b>	20	Completion Certificates from the client; OR  Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR  Work Order + Phase Completion Certificate (for

	Refer scope of work for the definition of "similar".			ongoing projects) from the client
	<b>APPROACH &amp; METHODOLOGY</b>		<b>15</b>	
4.	Approach and Methodology to perform the work in this assignment: 1) Understanding of the objectives of the assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in the RFP 2) Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Scope of Work.		5	A comprehensive note to be provided in the proposal
5.	Demonstration of understanding of the Department's requirements	Assessment to be based on: – Learnings – Challenges likely to be encountered – Mitigation proposed – Client references	10	A comprehensive note to be provided in the proposal
	<b>RESOURCE PROFILE</b>		<b>41</b>	
6.	Resume of all consultants proposed for the assignment  <Provide the roles against which the CVs have to be provided by the bidders to bring in the relevance factor required for this project  Refer scope of work for the definition of "similar".	The bidder would be evaluated for profiles of personnel proposed by the bidder.  Senior Consultants (3): 7 marks each  Consultants (3): 6 marks each  Office Assistant (1): 2	41	CVs
	<b>TOOLS &amp; ASSETS</b>		<b>4</b>	
7.	Tools and Assets which could be leveraged for		As per requirement	Note with appropriate

	the assignment [for e.g. PMU Tool, Availability Subject Matter Experts etc., depending on the relevance to the Scope of work]			supporting documents
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Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least 70 from the technical evaluation criteria would be considered technically qualified.

<b>Break-up of qualifications and competence of project team: total 41 marks</b>		
<b>Senior Consultant</b>	7	CV in prescribed format
<u>Certification:</u> ITIL/ CISA/ CISSP/ PMP/ Prince 2/ e-Governance certification: 1 mark  <u>Total IT project exp</u> i) 7 - 9 years: 2 marks ii) > 9 years: 3 marks <u>Experience of Government projects</u> i) 2 projects: 1 mark ii) > 2 projects: 3 marks		
<b>Consultant</b>	6	CV in prescribed format
<u>Certification:</u> ITIL/ CISA/ CISSP/ PMP/ Prince2/ e-governance certification: 1 mark <u>Total IT project exp:</u> i) 5-6 years: 2 marks ii) > 6 years: 3 marks Experience of Government projects i) 1- project: 1 mark ii) > 1 projects: 2 marks		

### 4.3 Commercial Bid Evaluation

- a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score. Financial Scores for other than L1 bidders will be evaluated using the following formula:
- b. Financial Score of a Bidder ( **$F_n$** ) = **{(Commercial Bid of L1/Commercial Bid of the Bidder) X 100}% (Adjusted to two decimal places)**

- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies and shall be in Indian Rupees.
- e. Any conditional bid would be rejected.
- f. **Errors & Rectification:** Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

#### 4.4 Combined and Final Evaluation

- a. The technical and financial scores secured by each bidder will be added using weightage of 80% and 20% respectively to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-  $B_n = 0.80 * T_n + 0.20 * F_n$  Where

$B_n$  = overall score of bidder

$T_n$  = Technical score of the bidder (out of maximum of 100 marks)

$F_n$  = Normalized financial score of the bidder

- c. In the event the composite bid scores are ‘tied’, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project. In the event that technical score is also “tied”, then the bidder having highest score for “Resource Profile” will be adjudicated as the Best Value bidder for award of the Project.
- d. All scores (composite, technical and financials) will be calculated upto 2 digits after decimal.

## 5 Appointment of Consultant

### 5.1 Award Criteria

DeitY will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bidder as per the process outlined above.

### 5.2 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

DeitY reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for DeitY action.

### **5.3 Notification of Award**

Prior to the expiration of the validity period, DeitY will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, DeitY, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, DeitY will notify each unsuccessful bidder and return their EMD.

### **5.4 Performance Bank Guarantee**

DeitY will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of contract value. The Performance Guarantee should be valid for a period of 42 months from the date of the beginning of the contract. The Performance Guarantee shall be kept valid till completion of the project. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, DeitY at its discretion may cancel the order placed on the selected bidder without giving any notice. DeitY shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or DeitY incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

### **5.5 Signing of Contract**

Post submission of Performance Guarantee by the successful bidder, the bidder shall enter into a contract within 20 days, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between DeitY and the successful bidder. DeitY may forfeit the PBG in case of failure in signing the contract.

### **5.6 Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DeitY may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, DeitY shall invoke the PBG of the most responsive bidder.

### **5.7 Fraud and Corrupt Practices**

a) The Applicants/Bidders and their respective officers, employees, agents and

advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, DeitY shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, DeitY shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DeitY for, inter alia, time, cost and effort of DeitY, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

- b) Without prejudice to the rights of DeitY under Clause above and the rights and remedies which DeitY may have under the LOI or the Agreement, if an Applicant or Consultant, as the case may be, is found by DeitY to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by DeitY during a period of 36 months from the date such Applicant or Consultant, as the case may be, is found by DeitY to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. **“corrupt practice”** means
    - a. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DeitY who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DeitY, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); **or**
    - b. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/

- adviser of DeitY in relation to any matter concerning the Project;
- ii. **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - iv. **“undesirable practice”** means
    - a. establishing contact with any person connected with or employed or engaged by DeitY with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
    - b. having a Conflict of Interest; and
  - v. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5.8 Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, DeitY shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to DeitY for, inter alia, the time, cost and effort of DeitY including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to DeitY hereunder or otherwise.
- b. DeitY requires that the Consultant provides professional, objective, and impartial advice and at all times hold DeitY’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of DeitY.
- c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
  - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Proposal of either or

- each of the other Bidder; or
- iv. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to DeitY for this particular assignment, the Consultant shall not take up any assignment after the date of signing the contract for this assignment that by its nature will result in conflict with the present assignment; or
  - v. A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project
- d. A Bidder eventually appointed to provide Consultancy for these Projects shall be disqualified from subsequently providing goods or services related to the same Projects and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for DeitY in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for DeitY where the conflict of interest situation does not arise.
  - e. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to DeitY as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. DeitY shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

## 6 Scope of Work

The NPMU is envisaged to support DeitY and other stakeholders in the implementation of projects funded under the above mentioned schemes. An indicative outline of activities to be performed by the National PMU is given below:

- a) NPMU will support all the works related to World Bank Assisted- India: e-Delivery of Public Services DPL Project, Enabling all Schools with Virtual Classrooms and projects under Good Governance and best practices scheme.
- b) **Project Conceptualization and Development:** In order to meet the broad objectives, it is envisaged that DeitY would be supporting projects which will help meet the objectives of these schemes. The role of PMU will include development, conceptualization and facilitating implementation of projects in



the identified areas. The following activities will inter-alia be required to be undertaken in this regard:

- i. Issue of Guidelines and Templates for DPR
- ii. Appraisal of Detailed Project Reports (DPRs)
- iii. Monitoring of Funds
- iv. Empanelment of State specific Consultants and System Integrators
- v. Preparation of RFP for Selection of Consultants
- vi. Review of RFP for Selection of System Integrators prepared by the Consultants at the States/UTs/Agencies
- vii. Handholding support to the Stakeholders including clarification on documents to States/UTs/Agencies

**c) Progress Monitoring:** NPMU will be responsible for the tracking the overall progress of the Programme and individual projects funded under these schemes. Specific activities that would be undertaken in this regard:

- i. Review / Preparation of the monitoring templates for project progress monitoring
- ii. Tracking the Progress of the indicators
- iii. Collating information regarding the status of each indicator
- iv. Checking if the Progress is being met as per the desired outcomes
- v. Coordinate with different stakeholders to populate the requisite information
- vi. Providing Progress Reports to DeitY
- vii. Identifying the issues and mitigation measures to be taken

**d) Fund utilization and management-** The activities will include:

- i. Projecting total fund requirements every year for preparation of Budget Estimates
- ii. Monitoring the disbursement of funds
- iii. Tracking utilization of funds under the project
- iv. Maintaining and updating the fund tracker on a regular basis

**e) Support during Meetings/Visits/Workshops related to above Projects:** The consultants will support DeitY in all the Meetings/Workshops/Visits for these projects. Specific activities that would be undertaken in this regard:

- i. Preparation of Progress Status Reports
- ii. Coordinate with stakeholders for meetings
- iii. Provide a dashboard on implementation progress
- iv. Provide summary discussions and incorporate the feedback in future monitoring frameworks
- v. Prepare presentations, notes, meeting minutes, and other necessary documents as part of the engagement to aid in discussions, workshops and approvals processes at the ministry.

**f) Any other work assigned related to above mentioned projects**

## **7 Location of Work**

The location of carrying out the work the work will be DeitY premises in New Delhi.

## **8 Contract Period**

The period of contract will be for 3 years and may be extended after completion of 3 years at mutually agreed rates and time period between the parties.

## **9 Acceptance of Deliverables**

Provided DeitY provides all the relevant information and co-operation required for producing the deliverables to the resources of the bidder, the resources will make certain that all the deliverables produced are in the conformance to the stated and implied scope of work as mentioned above and as assigned by the competent authority of DeitY. All the deliverables will be vetted by the competent authority of DeitY.

## **10 Terms of Payment**

- a. All payments shall be made in Indian Rupees (INR).
- b. Release of payment will be made on quarterly basis after approval of all monthly status reports in a quarter by competent authority based on the completion of assigned activities.
- c. A report will need to be submitted which would further be certified by the competent authority of DeitY before the release of payments. Pro-rated deduction may be made for the payments due to non-performance or non-availability of any of the team members.
- d. In case a resource is absent for 3 consecutive days then resource need to be replaced, if required.
- e. Any resource can avail maximum of 2 leaves in one quarter. The corresponding amount against the number of non-working days/leaves for more than 2 days in one quarter will be deducted from quarterly payment. The corresponding amount will be calculated as (resource-month rate including OPEs, taxes and other duties of that resource)/22 \* (number of days in absence).

## **11 Support to be provided by DeitY**

All equipments/hardware will be carried by the consultancy agency. DeitY will not provide any equipment/hardware.

## **12 Downstream work**

The selected bidder during contract period will not be allowed to take more than one type of responsibility for implementation of the above mentioned schemes. The bidder selected for the task of providing project management services to NPMU will not be allowed to bid for or participate in any downstream consulting and implementation work funds by above mentioned schemes after the date of signing of

the contract.

The conflict of interest stipulations will be applicable for period of the contract including any extension(s) agreed thereafter.

### 13 Resource Requirement

NPMU will consist of team comprising of individuals with proven experience in various aspects of e-Governance projects for leading the initiative.

- a. NPMU will be housed at DeitY
- b. The project will be reviewed by DeitY on a regular (fortnightly) basis.
- c. The team will consist of resources with necessary qualifications and experience as laid down in this Terms of Reference.
- d. The bidder will undertake not to sub-contract any part of this work to third parties.
- e. The team shall be deployed on an exclusive basis. None of the full time team members deployed under this Project will work on any other engagement.
- f. The resources will be placed from the set of CVs submitted as part of response to the RFP.
- g. Resources once assigned for the project shall normally not be replaced during the tenure of the project. In case of any replacement of resources, the consultancy organisation will make such replacement with a resource that has higher or equivalent qualification and experience and such replacement shall be with the consent of the DeitY/DeitY. Further, to facilitate knowledge transfer, the consultancy organisation will ensure that there is at least a 30 day overlap between the existing resource and the replacement resource. Any delays in the project on account of replacement of any kind shall solely be the responsibility of the consulting organisation. The decision of Department will be final and binding in the matter of replacement of resources or placement of additional resources, irrespective of the fact that a resource may be replaced by a person with higher qualification and / or experience.
- h. The team will work with the DeitY, World Bank, Line Ministries and State departments on a day-to-day basis for program management support.
- i. The NPMU team may be augmented as required at an appropriate time in the project at the person-month rates quoted in the consultant's proposal submitted in response to this RFP.

#### 13.1 Team Composition, Qualification and Experience Requirement

It is proposed to have the following team composition for the NPMU:

S. No	Role	Numbers	Area of Expertise
1	Senior Consultant	1	BPR, DPR, RFP, e-Governance Standards, Policies and Guidelines

2	Senior Consultant	1	Institutional Strengthening and Capacity Building, Change Management
3	Senior Consultant	1	Project Management, Monitoring and Evaluation
4	Consultant	1	BPR, DPR and RFP
5	Consultant	1	IT Applications and m-Governance
6	Consultant	1	Project Management, Monitoring and Evaluation
7	Office Assistant	1	Day to day office work

One of these resources will be designated as the Project Manager for this assignment.

**(i) Senior Consultant – BPR, DPR, RFP, e-Governance Standards, Policies and Guidelines**

Qualification	"B.Tech/ B.E/ MCA" and "MBA or equivalent"
Experience Requirement	(a) Experience of more than 7 years post BE/ B.Tech and more than 4 years post MBA or equivalent in consulting projects. (b) Experience of more than 2 years in e-Governance Projects (c) Experience of more than 2 e-Governance Projects in India (d) Extensive experience in preparation of BPR, DPR, RFP, e-Governance Standards, Policies and Guidelines (e) Excellent oral & written communication skills (f) Excellent documentation skills (reports, presentations, etc.)

**(ii) Senior Consultant – Institutional Strengthening and Capacity Building, Change Management**

Qualification	"B.Tech/ B.E/ MCA" and "MBA or equivalent"
Experience Requirement	(a) Experience of more than 7 years post BE/ B.Tech and more than 4 years post MBA or equivalent in consulting projects. (b) Experience of more than 2 years in e-Governance Projects (c) Experience of more than 2 e-Governance Projects in India (d) Extensive experience in Institutional Strengthening and Capacity Building, Change Management projects (e) Excellent oral & written communication skills (f) Excellent documentation skills (reports, presentations, etc.)

**(iii) Senior Consultant – Project Management, Monitoring and Evaluation**

Qualification	"B.Tech/ B.E/ MCA" and "MBA or equivalent"
Experience Requirement	(a) Experience of more than 7 years post BE/ B.Tech and more than 4 years post MBA or equivalent in consulting

	projects. (b) Experience of more than 2 years in e-Governance Projects (c) Experience of more than 2 e-Governance Projects in India (d) Extensive experience Project Management, Monitoring and Evaluation (e) Excellent oral & written communication skills (f) Excellent documentation skills (reports, presentations, etc.)
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**(iv) Consultant – BPR, DPR and RFP**

Qualification	"B.Tech/ B.E/ MCA/MBA or equivalent"
Experience Requirement	(a) Experience of more than 5 years post BE/ B.Tech/MCA/MBA (b) Should have experience in BPR, DPR and RFP (c) Excellent oral & written communication skills

**(v) Consultant – IT Applications and m-Governance**

Qualification	"B.Tech/ B.E/ MCA/
Experience Requirement	(a) Experience of more than 5 years post BE/ B.Tech/MCA (b) Should have experience in providing IT Applications and m-Governance consultancy (c) Excellent oral & written communication skills

**(vi) Consultant – Project Management, Monitoring and Evaluation**

Qualification	"B.Tech/ B.E/ MCA/"MBA or equivalent"
Experience Requirement	(a) Experience of more than 5 years post BE/ B.Tech/ MCA/MBA (b) Should have experience in providing Project Management, Monitoring and Evaluation Consultancy (c) Excellent oral & written communication skills

**(vii) Office Assistant**

The Office Assistant should have experience of handling day to day work of office and should be computer literate.

**13.2 Working Hours**

- (i) When engaged, the Consultants will keep to the normal working hours of DeitY.
- (ii) The Consultants will follow the Holiday Schedule of DeitY. However, in case of exigencies, they may be required to work on weekends/holidays, if required.
- (iii) 8 days of leave per person per year will be available to the consultants deployed in the PMU.
- (iv) In case of extended break, the consultant will provide alternate resources.

## 14 General Terms and Conditions

- (i) The selected resources will be fully and completely responsible to DeitY for all the deliverables.
- (ii) The resources may be asked to take-on additional, similar work during the duration of the contract. Any significant addition to the scope of work will be at mutually agreed rates and terms. The rates quoted by the consulting agency in the response would be used as a reference for the same.
- (iii) The consultants shall be full-time and on-site at DeitY and should not be engaged in any other assignment from the consulting agency during the period of this contract.
- (iv) All members of the team shall continue through the duration of the project; no mid-way replacements will be allowed in normal circumstances.
- (v) DeitY requires that the Consultants should provide professional, objective, and impartial advice and at all times hold the DeitY's interest paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
- (vi) In case any of the proposed resources are found to be not performing or not meeting the expectations of DeitY, the consultant shall find a replacement for the resource. DeitY will evaluate the replacement profile and indicate the acceptance/rejection of the profile. DeitY may seek a personal interview of the person being proposed.
- (vii) DeitY reserves the right to terminate the contract by giving a notice of two months if the performance of the Consultant is not found satisfactory. The consultant shall be given a period of thirty days to cure the breach or fulfill the contractual obligations. Failing which DeitY shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
- (viii) Consultants will carry their own laptops equipped with data cards for internet connectivity.
- (ix) The resources indicated in the proposal will be the ones that are provided for the assignment. In the event that the resources are not available for deployment, DeitY reserves the right to withdraw the offer made and award the assignment to another firm.
- (x) DeitY reserves the right to terminate the agreement with the selected consultant or reduce the project cost at any stage of the project if the personnel proposed to be deployed full-time on this engagement are not actually working on this assignment on a full-time basis.

**Annexure- I: Declaration (On the Respondent's Letter Head)**

**DECLARATION**

- i. I, \_\_\_\_\_ (Name & Designation) solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be debarred from selection.
- ii. I permit DeitY to inspect my records to ascertain the above facts.
- iii. I permit DeitY to cross check the above facts from any other source.
- iv. I or my authorized representative, if required by DeitY, would make a presentation before the duly constituted Committee at my own cost.
- v. I will abide by the decision of DeitY regarding empanelment.
- vi. I have read & understood the RFP and agree to all the terms & conditions stated therein.

**SIGNATURE**

Full name and designation:

Date:

(Seal of organization)

## **Annexure II: Bank Guarantee for Earnest Money Deposit (EMD)**

<Location, Date>

To

Sh. Trilok Chandra

Director, DeitY

Electronics Niketan, 6 CGO Complex,

New Delhi - 110003

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to Department of Electronics & Information Technology (DeitY).

Know all Men by these presents that we <<     >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the DeitY (hereinafter called "the Purchaser") in the sum of Rs. 10,00,000 (Rupees Ten Lakhs only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - (a) Withdraws his participation from the bid during the period of validity of bid document; or
  - (b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.



NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. Rs. 10,000,00 (Rupees Ten Lakhs only)
- II. This Bank Guarantee shall be valid upto <<insert date>>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date:

**Annexure- III: Covering letter with the Proposal in response to RFP Notice**

(To be submitted on the Letterhead of the responding firm)

{Place}

{Date}

To

Sh. Trilok Chandra

Director, DeitY

Electronics Niketan, 6 CGO Complex,

New Delhi - 110003

**Ref: RFP for selection of consultancy agency for NPMU for appraisal & monitoring of projects under specific schemes, reference RFP no. \_\_\_\_\_ dated \_\_\_\_\_**

**Subject:** Submission of proposal in response to the RFP for “selection of consultancy agency for NPMU for appraisal & monitoring of projects under specific schemes”.

Dear Sir/Madam,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP no. \_\_\_\_\_ dated \_\_\_\_\_ for “**NPMU for appraisal & monitoring of projects under specific schemes**”, in full conformity with the said RFP document.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. In the event of acceptance of our bid, we do hereby undertake:-
  - To commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.
  - We affirm that the prices quoted are inclusive of all charges and all sales/service taxes.
4. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of **90 days** from the date of submission of the bid.
5. The EMD of 10 Lakhs submitted by us may be en-cashed if we do not submit the requisite Performance Bank Guarantee within 15 days of award of contract for “**NPMU for appraisal & monitoring of projects under specific schemes**”.

6. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
7. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
8. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
9. We understand you are not bound to shortlist / accept any proposal you receive.

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

<<Consultancy Agency>>

Signature of Authorized Signatory and Seal of the bidder

Name:

Title:

Date:

**Annexure IV: Summary of Proposed Profiles**

No.	Role in the Project	Name	Educational Qualification (Degree Only)	Years of experience in consulting/e-Governance projects (Mention only the number of years and project titles)	Years of experience in e-Governance projects (Mention only the number of years and project titles)	Number of e-Governance projects in India (Mention only the number of projects and project titles)	Experience in preparation of Guidelines, Detailed Project Reports, and RFPs (Mention only the project titles)	Experience in program management involving extensive communication with multiple stakeholders (Mention only the project titles)
1								
2								
3								
4								
5								
6								

## Annexure V: Proposed Profiles

Name	
Role proposed for  <i>(For a particular role / expertise, the relevant experience should be highlighted in the profile.)</i>	Senior Consultant / Consultant
Designation in the Current Organization	
Total years of relevant experience	
Years of experience with the responding firm	
Previous Firms where the person has worked before the current organization	
<p>Educational qualifications:</p> <input type="checkbox"/> Degree <input type="checkbox"/> Academic institution graduated from <input type="checkbox"/> Year of graduation <input type="checkbox"/> Specialization (if any) <input type="checkbox"/> Professional certifications (if any)	
Relevant Experience to indicate the fitment for the proposed role in the project:	
Current responsibilities in the responding firm	
<p>Project Details:</p> <input type="checkbox"/> Project Title / Name <input type="checkbox"/> Client <input type="checkbox"/> Duration (From MM/YY to MM/YY) <input type="checkbox"/> Location of the project <input type="checkbox"/> Key project features in brief <input type="checkbox"/> Role of the Consulting Agency <input type="checkbox"/> Responsibilities and activities of the Resource	Should provide the projects referred in the summary table for the corresponding profile.

## **Annexure VI: Covering Letter - Financial Proposal**

<Location, Date>

To

Sh. Trilok Chandra

Director, DeitY

Electronics Niketan, 6 CGO Complex,

New Delhi - 110003

Subject: Submission of the Financial bid for selection of NPMU for Appraisal and Monitoring of Projects under Specific Schemes

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for selection of NPMU for Appraisal and Monitoring of Projects under Specific Schemes in accordance with your Request for Proposal dated [Date] and our Proposal - Technical and Financial Proposals. Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of OPEs, Miscellaneous expenses & Service taxes.

I understand that the payment would be made on the basis of actual Service tax rate prevalent during the time of payment.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., <<Date>>

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name of Firm:

Address:

**Annexure VII: Commercial Bid Format**

*(To be submitted by the bidder as per the format given below in a separate sealed cover)*

S. NO.	Resource	Person Month Cost INR (excluding OPEs, taxes and other duties) (1)	OPEs, taxes and other duties (2)	Total Person Month Cost INR (including OPEs, taxes and other duties) (3) = (1) + (2)	Total Cost for 36 months (3)*36 person months
1					(a)
2					(b)
3					(c)
4					(d)
5					(e)
6					(f)
7					(g)
8	Total Cost for consideration (Value in figures)	N/A	N/A	N/A	(a)+(b)+(c)+(d)+(e)+(f)+(g)
9	Total Cost for consideration (Value in words)	N/A	N/A	N/A	(a)+(b)+(c)+(d)+(e)+(f)+(g)

Please note the following in preparing your commercial bid:

- i. The Person month cost provided in the table above will be used as a reference in case of any extensions to the project timelines beyond the 3-year period. 15 % escalation in the above rates would be allowed after the 3 year period.
- ii. The Person month cost provided in the table above will be used as a reference in case of any augmentation to the team with resources of similar qualifications.
- iii. No out-of-pocket expenses will be reimbursed separately. Should the commercial quote include separate out of pocket expenses or any taxes, duties, etc., such a commercial bid will be treated as an invalid bid.
- iv. Any expenses related to travel outside Delhi on project requirements after due approval from DeitY / DeitY will be reimbursed as per DeitY guidelines.

Dated this [date / month / year] Authorized Signatory (in full and initials): Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Consultants]

Name of Firm: Address:

### **Annexure VIII: Performance Bank Guarantee**

<Location, Date>

<Name>

<Designation>

<Address>

Whereas, <<name of the supplier and address>> (hereinafter called “the applicant/supplier”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to DeitY (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the applicant/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>. Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).

II. This bank guarantee shall be valid up to <<insert expiry date>>.

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.



**Annexure IX: Compliance Sheet for Pre-qualification Proposal**

<b>Sr. No.</b>	<b>Basic Requirement</b>	<b>Required</b>	<b>Provided</b>	<b>Page Number</b>
<b>1</b>	Document Fee	Demand Draft	Yes / No	
<b>2</b>	Power of Attorney	Copy of Power of Attorney in name of the Authorized signatory	Yes / No	
<b>3</b>	Particulars of	As per Annexure IX	Yes / No	
<b>4</b>	Earnest Money Deposit	Demand Draft / Bank Guarantee - Annexure II	Yes / No	
<b>5</b>	Sales Turnover in Consulting	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
<b>6</b>	Technical Capability	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client	Yes / No	
<b>7</b>	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate	Yes / No	
<b>8</b>	Manpower Strength	Self Certification by the authorized signatory	Yes / No	
<b>9</b>	Blacklisting	A self certified letter	Yes / No	

**Annexure X: Particulars of the Bidders**

<b>Sr. No.</b>	<b>Information Sought</b>	<b>Details to be Furnished</b>
<b>1</b>	Name and address of the bidding Company	
<b>2</b>	Incorporation status of the firm (public limited / private limited, etc.)	
<b>3</b>	Year of Establishment	
<b>4</b>	Date of registration	
<b>5</b>	ROC Reference No.	
<b>6</b>	Details of company registration	
<b>7</b>	Details of registration with appropriate authorities for service tax	
<b>8</b>	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

**Annexure XI: Performa for Project Experience of Bidders**

Assignment Name:		Country:
Location within Country:		Duration of Assignment:
Name of Client:		Approximate value of the contract:
Address:		Approx. value of the services provided by your firm under the contract:
Start Date (month/year)	Completion Date (month/year)	No. of person-months of the assignment:
Name of joint venture partner or sub-consultants, if any:		No. of months of Professional Staff Provided by your firm under the contract:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Company Staff:		