

**Request for Proposal (RFP) on  
Estimation and Measurement of India's Digital Economy (version 13\_09062023)**

**RFP REFERENCE NO.DPD\_DE\_5\_2020\_EPD\_MeitY**

**DATE: 03.07.2023**

**Tender ID on CPPP: 2023\_DIT\_759762\_1**



**Ministry of Electronics and  
Information Technology  
Government of India**

**Digital Economy and Digital  
Payments Division**

**MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY  
ELECTRONICS NIKETAN, NEW DELHI**

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## **1. Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to the Bidder(s) or applicants whether verbally or in documentary form, by or on behalf of Ministry of Electronics & information Technology (MeitY) is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions, subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor an invitation to offer by MeitY. This RFP is to invite proposals from applicants who are qualified to submit the bids ("**Bidders**"). The purpose of this RFP is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). This RFP does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. MeitY makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in this RFP document is selective and is subject to update, expansion, revision and amendment. MeitY does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP document or to correct any inaccuracies if any therein, which may become apparent. MeitY reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed on the website of MeitY. Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by MeitY.

Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further, MeitY also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

MeitY reserves the right to reject any or all the Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of MeitY shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

## 2. Bid Details

<b>Purchaser</b>	Ministry of Electronics and Information Technology (hereinafter referred to as “MeitY”)
<b>Address</b>	Electronics Niketan 6, CGO Complex, Lodhi Road, New Delhi – 110003
<b>Website</b>	<a href="https://www.MeitY.gov.in/">https://www.MeitY.gov.in/</a>

### 2.1. Process of Selection

The process of selection of successful Bidder would be as follows:

- a) Issue of RFP
- b) Pre Bid Meeting / Clarifications / Corrigendum (if any)
- c) Submission of Bids
- d) Opening of Eligibility Bids
- e) Opening of Technical Bids
  - i. Technical Bid Evaluation
  - ii. Presentations of the Bidders & interviews of select resources meeting eligibility criteria with Evaluation Committee - Technical Score
- f) Opening of financial bids of the Bidders that are technically qualified (Technically qualified Bidders will be ones that have scored above the predefined threshold of seventy-five percent).
- g) Award of contract to the most responsive Bid based on QCBS method (Quality and Cost Based Selection) combining score of the Bidder giving weightage of **80:20** for technical and financial scores respectively.

### 2.2. Activities

Activities	Timelines
Date of Issuance of RFP	T0
Submission of pre-bid written queries (e-mail only)	T0+3 days
Pre-Bid Conference / Meeting (Online) – The meeting link is: <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWViNzJhOTAtY2Q0NS00NzcwLTg0ZDgtOTRjN2E0OTFiMzEy%40thread.v2/0?context=%7b%22Tid%22%3a%22a5716187-2f88-4bb0-905f-9272724a64cd%22%2c%22Oid%22%3a%22a47de9f1-eea3-4d65-aa7a-9a18fd9316f5%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWViNzJhOTAtY2Q0NS00NzcwLTg0ZDgtOTRjN2E0OTFiMzEy%40thread.v2/0?context=%7b%22Tid%22%3a%22a5716187-2f88-4bb0-905f-9272724a64cd%22%2c%22Oid%22%3a%22a47de9f1-eea3-4d65-aa7a-9a18fd9316f5%22%7d</a>	T0+5 days
Contact No:- 01124301324/01124301825/01124301119 (for any queries)	
Publication of pre-bid clarifications and issue of Corrigendum (if any) <b>To be published at CPP portal</b>	T0+10 days
Last Date for submission of bids ( <b>Online mode only at CPP Portal</b> )	T0+31 days

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Opening of Bids (Pre-qualification & Technical)	T0+35 days
Technical Presentation & interviews of Resources - <b>Venue and time will be notified</b>	T0+40 days
Opening of Financial bids (Online)	Will be scheduled

**Note:**

- i. MeitY reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on MeitY's website as well as CPP Portal.
- ii. This bid document is not transferable.
- iii. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
- iv. All time mentioned are Indian Standard Time (IST) = GMT+5.30 Hours

### **2.3. RFP Validity period**

- a) RFP responses will remain valid and open for evaluation according to their terms for a period of at least **180 days** from the last date of submission of the bids.
- b) MeitY shall also have the right at its sole and absolute discretion to continue the assignment / contract with the successful Bidder(s) for future requirements on the rates finalized in this processing for various items / activities as described in the financial bids, or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, MeitY may solicit the Bidders' consent to an extension period of validity.

### **2.4. Communication on the RFP**

- a) Recipients are required to direct all communication for any clarification related to this RFP, to the RFP Coordinator mentioned below:  
Deputy Director  
Digital Economy & Digital Payments Division  
Ministry of Electronics & Information Technology (MeitY)  
Room No. 1019, Electronics Niketan,  
6, CGO Complex, Lodhi Road, New Delhi –110003 **Email ID: dd-dedpd@meity.gov.in**
- b) All queries relating to the RFP, technical or otherwise, must be submitted by email only and will be entertained by MeitY only in respect of the queries received up to the date and time specified in the section Bid Details. MeitY will respond to the queries in the pre-bid meeting. Post pre-bid meeting, the clarifications / corrigendum(s) will be published at MeitY & CPP Portal at the relevant sections.
- c) MeitY may, in its absolute discretion, seek but shall be under no obligation to seek, additional information or material from any Bidders after the closure of RFP and all such information and material provided will be taken to form part of that Bidders response.

### **2.5. Sub-Contracting**

The requisite Core Team of Chief Investigator, Co-Investigator and Other Investigators/Subject Matter Experts need to be on the payroll of the Bidder. Sub-contracting is not allowed for the Core Team. The additional requisite Subject Matter / Domain Experts (if any) or services may be on-boarded by the Bidder on its own cost.



## 2.6. Bid Security /EMD

- a) All the Bidders shall submit only “Bid Security Declaration”. EMD is not required. As per Rule 170 of General Financial Rules (GFRs) by Government of India and Office Memorandum No. F.9/4/2020-PPD dated Nov 12, 2020 by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GoI; all applicants are exempted from submission of EMD / Bid Security. However, Bid Security Declaration accepting that they will not withdraw or modify their bids during validity period (180 days) is mandatory to be submitted. Please refer format at **Annexure1**.
- b) Bids submitted without the “Bid Security Declaration”, in prescribed format may be rejected without providing any opportunity to the bidder concerned.
- c) Bid Security Declaration must remain valid for at least 180 days beyond the final bid submission date and the validity of the Bid Security Declaration should be extended in the event the last date of bid validity is extended.
- d) Bid Security Declaration of all unsuccessful bidders would go void from the final selection processes completed. The Bid Security Declaration of selected / empaneled bidder(s) would be void upon submission of Performance Bank Guarantee (PBG).
- e) The Bidder(s) may be penalized with suspension for participation in future for a period of up to one year, if:
  - o Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity or its extended period, if any.
  - o In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee (PBG) in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
  - o If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;

## 2.7. Performance Bank Guarantee (PBG)

The selected Bidder has to provide an unconditional and irrevocable PBG of **Three Percent (3%) of the Total Contract Value in the form of Insurance Surety Bonds, Account Payee Demand Drafts, Fixed Deposit Receipts, Banker's Cheque or Bank Guarantee from any Commercial Bank in India or payment online in acceptable form** towards due performance of the contract in accordance with the specifications, terms and conditions of RFP document, within 15 days from the intimation from MeitY.

The PBG shall be kept valid **up to 60 days beyond the contract period**. If the Bidder fails to furnish PBG within 15 days from the date of selection by MeitY for any reason whatsoever the Bidder may be penalized with the suspension for participation in future procurement processes for a period of up to one year. The cost of PBG would have to be borne by the successful Bidder. In case, the contract extended for any reason, the PBG need to be extended accordingly by the selected Bidder. The format for PBG is provided at **Annexure15**.

### 3. Definitions

- a) "MeitY" means Ministry of Electronics & Information Technology is an executive agency of the Union Government of the Republic of India.
- b) "Bidder / Applicant" means the entity or firm who is submitting its proposal for providing services to MeitY.
- c) "Affiliates / Group Companies" means membership firms working under the common brand name and engaged in similar activity of providing consulting services and registered in India.
- d) "Partner" means a partner as defined under Partnership Act, 1932 and also includes a professional sharing profit in a consulting firm / LLP under the Limited Liability Partnership Act, 2008.
- e) "Personnel / Professional" means full time and suitably qualified staff on the payroll of the Bidder.
- f) "Proposal / Bid" means the Eligibility, Technical and the Commercial / Financial Proposal.
- g) "RFP" means this "Request For Proposal" prepared by MeitY for the selection of Institution/organization.
- h) "Assignment" or "Project" or "Services" or "Job" means the work to be performed by the Institution/organization pursuant to the contract.
- i) "Terms of Reference (TOR)" means the section included in the RFP (at **Section 7**) which explains the Scope of Work, activities, tasks to be performed by the selected Institution/organization.
- j) "Contract" or "agreement" means the contract signed by the parties and all the attached documents and the appendices.
- k) "Day" means a calendar day.
- l) "Parties"- Party or Parties means MeitY or Bidder/Selected Bidder or both as the case maybe.

#### 4. Overview

1. The Digital India programme of the Government, launched in July 2015, has led to a phenomenal impact on the digital profile of the country. It has put India on a digital roadmap and achieved inclusion & empowerment of citizens, expansion of digital economy, jobs, entrepreneurship & investments and emergence of India as a global leader in technology with growing capabilities in scalable public digital platforms, fintech, digital infrastructure, electronics, etc.
2. India's digital transformation necessitates the analysis of different drivers of digital economy (electronics, IT/ITeS, Skilling, etc.), their contribution in the overall digital economy of India, and establishment of mechanisms to track the progress of key performance indicators across these categories.
3. MeitY had published a report on "India's Trillion Dollar Digital Opportunity" in 2019 ([https://www.MeitY.gov.in/writereaddata/files/india\\_trillion-dollar\\_digital\\_opportunity.pdf](https://www.MeitY.gov.in/writereaddata/files/india_trillion-dollar_digital_opportunity.pdf)). The report identified 30 themes ranging from IT infrastructure to next-generation financial services, and outlined measures for optimally leveraging digital technologies in the core economic and social sectors.
4. Since measurement of digital economy is not institutionalized, sectoral agencies and participants do not capture and/or report data which directly relates to the value add on account of digital technologies. Therefore, the RFP aims to invite proposal in the area of estimation and measurement of India's Digital Economy including formulation of measurement framework, capturing data and identifying digital interventions.

#### 5. Invitation

MeitY invites for proposals (the "**Proposals / Bids**") for engagement of organization/institution for **Estimation and Measurement of India's Digital Economy** including a thorough review of the existing literature and methodologies on the digital economy measurement frameworks across the globe, suggest a robust framework suitable for India's digital economy, identifying key performance indicators (KPIs), data sources, methodology for regular data collection, estimate the size of the digital economy and jobs under digital economy at two points of time (e.g. in the year of launching of Digital India programme and latest year of availability of data), five year projection on India's digital economy, conduct a survey to obtain primary data, assessment of the impact of specific segments of the economy (e-commerce, emerging tech, etc), identify gaps in the data in estimating the size of India's digital economy, provide suitable policy recommendation for boosting the size and growth of India's digital economy and identify suitable pathways for focus sectors. Details provided in **Section 7-Terms of Reference**. The Bidders / Applicants desirous of taking up the project are invited to submit their Proposal / Bid in response to this RFP. The criteria and the actual process of evaluation of the proposals in response to the RFP and subsequent selection of the Successful Bidder will be entirely at MeitY's discretion. The Bidders/ Applicants should have necessary experience, capability and expertise to perform, as per the Terms of Reference and to adhere to MeitY's requirements / terms and conditions outlined in the RFP. The RFP is not an offer by MeitY, but an invitation to receive responses from the potential Bidders. No contractual obligation whatsoever

shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of MeitY with the Successful Bidder.

## 6. Eligibility Criteria

The Bidder shall have to give an undertaking to accept all the conditions of the RFP (refer **Annexure 3**). In addition, the list of the pre-qualification / qualifying / eligibility requirements and the supportive documents that need to be submitted are given in table as follows:

Sr. No	Details	Supporting Documents to be submitted
1	Academic Institutions, Universities, Research organization, public or private organization and not for profit organizations who have been in existence in India i.e., by virtue of functioning as a Branch office of a parent company with operations & projects in India.	Certificate of Incorporation / Constitutional Documents / Proof of implementing of projects in India & Self-Declaration by the Bidder on Institution's/organization's letter head
2	<p>The Bidder should have successfully completed at least 2 sponsored assignments / research work / statistical analyses/primary survey amounting to INR 50 lakh each in India in the last 5 years (preceding the date of publication of RFP) covering one or more of the following major areas:</p> <ul style="list-style-type: none"> <li>• Measurement framework / Estimation and Projection / Statistical analysis for India's Digital Economy/ socio-economic parameters in India/Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, ICT and digital education</li> <li>• Defining strategy and KPI identification for policy makers and regulators to enhance in Digital Economy/ socio-economic parameters in India/Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, ICT and digital education</li> <li>• Released Whitepapers/publications in reputed journals/reports in public domain on Digital Economy/ socio-</li> </ul>	Relevant details of the assignments / research work / statistical analysis undertaken in the last five years with Client Certificates.

	economy/Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, ICT and digital education	
3	The Bidder should not be owned or controlled by any Employee (or Relatives) of MeitY and any of its Divisions.	Self-Declaration by the Bidder on Institution's/organization's letter head to be provided
4	The Bidder or any successor has not been penalized or found guilty in any court of law and the (firm/ company) or any successor has not been blacklisted / debarred by any Central Government Ministry / State Government / any other regulatory authority under: <ul style="list-style-type: none"> <li>• Prevention of the Corruption Act, 1988 in last three years from bid submission date</li> <li>• The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract in last two years from bid submission date</li> </ul>	Self-Certification by the Bidder on Institution's/organization's letter head to be provided
5	The institution should have a dedicated team of qualified professionals, including researchers, statisticians, and economists, with relevant experience and expertise.	Self-Certification by the Bidder on Institution's/organization's letter head to be provided
6	The company / firm and director / partners have not defaulted to any Government entity within the jurisdiction of India.	Self-Declaration by the Bidder on Institution's/organization's letter head
7	The institution should have the necessary financial stability to undertake the project, as evidenced by audited financial statements for the last three years.	Audited financial statements for the last three years.

Note:

- a. Cut-off date for the above to be taken as date of publication of RFP unless otherwise specified.
- b. Documentary evidence must be submitted for each Criteria.
- c. Self-declaration needs to be signed by Authorized Signatory or as specified.
- d. Completion Letter / Reference Letter on letterhead from relevant Senior Executive of the client to be attached (Format given in **Annexure 6**) for each engagement reference mentioned.
- e. MeitY may independently verify the documents either on its own or through 3<sup>rd</sup> party.

## 6.1 Additional Requirements

Apart from the above minimum criteria, the Bidder is also required to give the following information:

Sr. No.	Documents Required
i)	Ownership and nature of the entity
ii)	Board resolution (in case of company) or Power of Attorney authorizing the authorized signatory to sign on behalf of the Bidder.
iii)	Proof of address of the Registered Office or Branch Office in India (if not registered in India).
iv)	Integrity pact as per <b>Annexure 14</b> (Only the duly signed Integrity pact on letterhead of the Bidder / Agency need to be submitted along with the RFP. Integrity Agreement will be signed later on stamp paper with the selected Bidder / Agency)

- MeitY reserves the right to ask for additional / alternate documents from the Bidder.
- The firms meeting the eligibility criteria as laid out above will be taken forward to the next stage of technical evaluation.
- Non - submission of any of the specified documents by the Bidder may result in rejection of bid.

## 6.2 Technical Bid

- a. Technical proposal will include details of overall approach to the areas listed in this RFP along with specific proposals / solution on each of these areas covering the conceptualization, design and implementation stages. Technical proposal should also clearly articulate the deliverables at the end of each phase of work.
- b. The Technical Bid should be complete in all respects and contain all information required in the document. The Technical Bid shall comply the format given at **Annexure 11 and related Annexures**.

## 6.3 Financial Bid

- a. The Financial bid will contain the financial quote covering total price / fees / cost of undertaking the assignment **inclusive of all components and GST / applicable taxes**. No upward revision in the price would be considered on any count. Relevant price information and the rates should be quoted in Indian National Rupees (INR) only. **The format of Financial Bid** is given in **Annexure 12**.
- b. The Financial bid made by the firm should take care of the following points:
  - 1) The Financial Bid contradicting the Technical Bid (TB) in any manner will be rejected.
  - 2) Financial Bid containing conditional offers will be summarily rejected.
  - 3) In case of discrepancy in words and figures, the price quoted in words will be taken as final.
  - 4) There should not be any hidden costs for the items quoted.
  - 5) MeitY is not responsible for the arithmetical accuracy of the bid. The Bidders will have to ensure all calculations are accurate.
  - 6) MeitY at any point in time, for reasons whatsoever, is not responsible for any Assumptions made by the Bidder. MeitY, at a later date, will not accept any plea of the Bidder or changes in the financial offer for any such assumptions.
  - 7) Any overwriting, erasure, etc. has to be initialed by the Authorized person.
  - 8) It may kindly be noted that MeitY will not pay any other amount and other expenses like travel and accommodation etc. except the Work Order Value after deduction of applicable taxes (if any).
  - 9) The TDS amount at prevailing rate shall be deducted from the payments to be made to the successful Bidder. In lieu of the same, TDS Certificate will be provided by MeitY to the Institution/organization.
  - 10) The Bidder shall take into account all conditions, risks and difficulties that may be encountered during the course of assignment, while quoting the rate.

## 7. Terms of Reference (ToR)

### 7.1 Introduction

- a) The Digital India programme of the Government, launched in July 2015, has led to a phenomenal impact on the digital profile of the country. It has put India on a digital roadmap and achieved inclusion & empowerment of citizens, expansion of digital economy, jobs, entrepreneurship & investments and emergence of India as a global leader in technology with growing capabilities in scalable public digital platforms, fintech, digital infrastructure, electronics, etc.
- b) India's digital transformation necessitates the analysis of different drivers of digital economy (electronics, IT/ITeS, Skilling, etc.), their contribution in the overall digital economy of India, and establishment of mechanisms to track the progress of key performance indicators across these categories.
- c) MeitY had published a report on "India's Trillion Dollar Digital Opportunity" in 2019 ([https://www.MeitY.gov.in/writereaddata/files/india\\_trillion-dollar\\_digital\\_opportunity.pdf](https://www.MeitY.gov.in/writereaddata/files/india_trillion-dollar_digital_opportunity.pdf)). The report identified 30 themes ranging from IT infrastructure to next-generation financial services, and outlined measures for optimally leveraging digital technologies in the core economic and social sectors.
- d) MeitY has conceptualized this Request for Proposal for Estimation and Measurement of India's Digital Economy to invite proposals to support MeitY in estimation of the size of India's digital economy and other related activities.

### 7.2 Duration of the Assignment

The said project / assignment will be for a **period of 9 months only**. The selected Bidder must complete the assignment within the stipulated timeframe only. The Bidders are advised to understand the requirement and plan their approach and engagement of resources for the completion of tasks accordingly.

### 7.3 Scope of work

The proposals are invited for Estimation and Measurement of India's Digital Economy including, but not be limited to the following areas:

- i. Conduct a thorough review of existing literature and methodologies on the digital economy measurement frameworks across the globe, covering estimates of digital economy GVA in various countries including India
- ii. Suggest a robust framework suitable for India's digital economy and data availability in India
- iii. Identify key performance indicators (KPIs), data sources, and methodology for regular data collection including surveys for primary data
- iv. Estimate the size of digital economy (GVA, etc.) and employment under digital



economy at two points of time, e.g. in the year of launching of Digital India programme and latest year of availability of data

- v. Make projections from current year i.e., 2023-24 till 2029-30
- vi. Assess the impact of specific segments of the economy in contribution towards the Digital GVA – directly and through induced effects.
- vii. Specifically, try to capture the impact of e-commerce and, emerging tech on the digital economy of India
- viii. Identify the data gaps in estimating the size of India's digital economy
- ix. Based on the estimates and findings, provide suitable policy recommendations for boosting the size and growth of the digital economy in India
- x. Identify suitable pathways for focus sectors that will further augment the size of digital economy by 2030

#### 7.4 Deliverables & Timelines

Deliverables	Timeline
Commencement of services (post issuance of Letter of Award)	Week 0
<ul style="list-style-type: none"> <li>• Conduct a thorough review of existing literature and methodologies on the estimation of digital economy size and measurement frameworks, both at the national and international level.</li> </ul> <p>Deliverable: A literature review report summarizing existing methods and frameworks for measuring the digital economy.</p> <ul style="list-style-type: none"> <li>• Review of literature review report by Technical Committee.</li> </ul>	<p>Week 1-2</p> <p>Week 3</p>
<ul style="list-style-type: none"> <li>• Develop a framework suitable for India's digital economy. This framework should include key performance indicators (KPIs), data sources, and methodologies for regular monitoring and evaluation</li> </ul> <p>Deliverable: An inception report, framework and methodology outlining the proposed approach for estimating the size of India's digital economy, including data sources and KPIs</p> <ul style="list-style-type: none"> <li>• Review of framework and methodology by Expert Technical Committee.</li> </ul>	<p>Week 4-7</p> <p>Week 8</p>

	<ul style="list-style-type: none"> <li>Estimate the size of India's digital economy (GVA, etc.) and jobs under digital economy at two points of time, e.g. in the year of launching of Digital India programme and latest year of availability of data, make projections from current year i.e. FY2023-24 till FY2029-30, and conduct survey to obtain primary data</li> </ul> <p>Deliverable: A data report with the estimation and projection of India's digital economy</p> <ul style="list-style-type: none"> <li>Review of estimation report by Technical Committee.</li> </ul>	<p>Week 9-17</p> <p>Week 18</p>
	<ul style="list-style-type: none"> <li>Assess the impact of specific segments of the economy in contribution towards the digital GVA – directly and through induced effects, and attempt to capture the impact of e-commerce and emerging tech on the digital economy of India.</li> </ul> <p>Deliverable: A comprehensive report assessing the impact of selected segments of the economy</p> <ul style="list-style-type: none"> <li>Review of the report by Technical Committee.</li> </ul>	<p>Week 19 - 20</p> <p>Week 21</p>
	<ul style="list-style-type: none"> <li>Identification of the gaps in the estimation of India's digital economy</li> </ul> <p>Deliverable: A report outlining the identified data gaps in the estimation of India's digital economy</p> <ul style="list-style-type: none"> <li>Review of the report by Technical Committee.</li> </ul>	<p>Week 22 - 24</p> <p>Week 25</p>
	<ul style="list-style-type: none"> <li>Provide policy recommendations for boosting the growth of the India's digital economy based on the estimates and findings</li> </ul> <p>Deliverable: A comprehensive report outlining policy recommendations based on estimates and findings</p> <ul style="list-style-type: none"> <li>Review of the report by Technical Committee.</li> </ul>	<p>Week 26 - 29</p> <p>Week 30</p>
	<ul style="list-style-type: none"> <li>Submission of draft report &amp; presentation to MeitY</li> </ul>	<p>Week 32</p>

	<ul style="list-style-type: none"><li>• Incorporation of suggestions of MeitY in final report and submission of final report in hard (100 copies) as well as soft copy</li></ul> <p><b>Final Review</b></p>	Week 33  Week 34
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## 7.5 Commitment on Resources

MeitY envisages continuous involvement of the dedicated team throughout the assignment. The team consisting of a judicious mix of competent resources / experts having the requisite experience.

Minimum qualification & experiences of resources to assist in the implementation are as under:

Sr. No.	Resource	Nos.	Minimum Qualification & experiences required
i	<b>Chief Investigator</b>	One (1)	<ul style="list-style-type: none"> <li>• Minimum <b>20 years</b> of relevant professional work experience ( strategy / organization transformation / measurement, estimation and assessment of GDP / GVA / Digital Economy / Key Sectors of Economy) with increasing level of responsibilities</li> <li>• PhD in the subjects related to Economics</li> <li>• Experience with Government / Public Sector</li> <li>• Should be on the permanent payroll of the Bidder at the time of submission of the Bid</li> </ul>
ii	<b>Co-Investigator</b>	One (1)	<ul style="list-style-type: none"> <li>• Minimum <b>15 years</b> of relevant professional work experience (strategy / organization transformation / measurement, estimation and assessment of GDP / GVA / Digital Economy / Key Sectors of Economy) with increasing level of responsibilities</li> <li>• Master's degree in economics/ Statistics</li> <li>• Experience with Government / Public Sector</li> <li>• Should be on the permanent payroll of the Bidder at the time of submission of the Bid</li> </ul>

iii	<p><b>Other Investigators / Subject Matter Experts (SMEs)</b></p>	<p>Three (3)</p>	<ul style="list-style-type: none"> <li>• Minimum <b>10 years</b> of relevant professional work experience in following fields (one each):             <ul style="list-style-type: none"> <li>○ Digital Transformation</li> <li>○ Digital Economy</li> <li>○ Public Digital Platforms / Digital Public Goods / Digital Public Infrastructure</li> <li>○ Statistics</li> </ul> </li> <li>• All SMEs to be at least Post-graduate. Post- Graduation in Economics/ Statistics/ Technology</li> <li>• Should be on the permanent payroll of the Bidder at the time of submission of the Bid</li> </ul>
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## 8. Submission of Bids

### 8.1 Pre-Bid Clarifications

- a. The Bidders will have to ensure that their queries (if any) are submitted prior to the Pre-Bid meeting.
- b. It may kindly be noted that no bid-query will be received through phone Calls/Fax. All queries must be submitted in writing through e-mail only at the specified e-mail ID.
- c. All the queries should necessarily be submitted in the following format in Excel:

	RFP Document Reference(s)			Query by bidder
	Page No.	Section No.	Section Name	
1				
n.				

- d. Bidders must adhere to the above template while submitting their queries.
- e. Any requests for clarifications post the indicated date/time may not be entertained.
- f. Designated e-mail ID for submission of queries: email id: **dd-dedpd@MeitY.gov.in**

### 8.2 Clarification to Pre-Bid Queries / Issue of Corrigendum

- a. Clarification to the queries received will be published at the advertisement platforms (MeitY website & CPP Portal) as per the timeline specified. However, MeitY makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MeitY undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, MeitY 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.
- c. After the pre-bid conference/meeting, the Corrigendum (if any) & clarifications will be published at the advertisement platforms as per the timeline specified. No individual communication will be made to the queries.
- d. Any corrigendum(s) published/issued shall be deemed to be incorporated into this RFP.
- e. In order to give prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, MeitY may, at its discretion, extend the last date for the submission of proposals.

### 8.3 Submission of Proposals

- a. A three staged bid system will be followed in addition to submission of EMD (i.e. **Bid Security Declaration**) for this RFP with QCBS system i.e. **Quality Cost-Based Selection (QCBS)**. The three bids to be submitted by bidders on CPPP are:

#### **A. PRE-QUALIFICATION BID Annexure**

Relevant Annexure(s) are:

- Annexure 1: Bid Security Declaration
- Annexure 2: Checklist for Submission of Response to RFP
- Annexure 3 - Undertaking regarding agreement of all terms of RFP
- Annexure 4 – Eligibility / Pre-qualification Bid
- Annexure 5 – Format for Relevant Engagements
- Annexure 6 – Format for Reference Letter / email from Client
- Annexure 7 – Declaration: No default on any project in jurisdiction of India
- Annexure 8 – Declaration: No Ownership or Control of MeitY Employees (or relatives)
- Annexure 9 – Declaration: Not penalized or Found Guilty in any Court of Law
- Annexure 10 – Declaration: Number of Full Time professionals

#### **B. TECHNICAL BID Annexure**

Relevant Annexure(s) are:

- Annexure 5 – Format for Relevant Engagements
- Annexure 6 – Format for Reference Letter / email from Client
- Annexure 11 – Technical Bid Format
- Annexure 13 – Format for CV

#### **C. FINANCIAL BID Annexure**

Relevant Annexure(s) are:

- Annexure 12 – Financial Bid Format

- b. Please note that prices / rate should not be indicated anywhere other than Financial Proposal. If found anywhere before opening of the Financial Bid, the proposal may be rejected.
- c. 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.
- d. The original proposal / bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting. Each of the pages must be signed by Authorized Signatory.
- e. The bids are to be submitted electronically on CPPP on or before the last date of proposal submission. Bids received in any other form will not be accepted and may

lead to rejection of the bid.

- f. The bid response of the Bidder to be submitted and uploaded on CPP Portal against this RFP



#### 8.4 Submission of Bids only through CPP Portal

- a. Bids shall be submitted online only at Central Public Procurement (CPP) Portal Website: <http://eprocure.gov.in/> in four parts, i.e. 'EMD / Bid Security Declaration' (documents in .pdf format), 'Eligibility' (documents in .pdf format)", 'Technical Proposal' (documents in .pdf format) and 'Financial Proposal' (in exl format). Bids must be submitted as per the schedule (date & time) indicated in the calendar of events at **sub-section 2.2**.
- b. Manual bids or the bids submitted by telex / telegram / fax / e-mail / by any other digital mode etc. will not be accepted under any circumstances. No correspondence will be entertained on this matter.
- c. The instructions given below are meant to assist the bidders in preparation of their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- d. For more detailed information and hassle free bid submission, please refer to URLs as follows.
  - Complete details at CPP Portal: <https://eprocure.gov.in/eprocure/app>
  - Instruction for online submission: <https://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page>
  - Guidelines for hassle free bid submission: [https://eprocure.gov.in/cppp/hassel\\_free\\_bid\\_submission.pdf](https://eprocure.gov.in/cppp/hassel_free_bid_submission.pdf)
  - FAQs: <https://eprocure.gov.in/eprocure/app?page=FAQFrontEnd&service=page>

#### 8.5 Reference points for submission of Bids

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.
- c. Bidder has to provide Bid Security Declaration, Eligibility Criteria, Technical Bid and Financial Bid.
- d. Bidder should prepare the Bid Security Declaration as per the instructions specified in the RFP document.
- e. Bidders not submitting any of the required documents online may be summarily rejected.
- f. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- g. The server time (which is displayed on the bidders' dashboard) will be considered as

the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- h. The uploaded tender documents become readable only after the tender opening by the authorized bidopeners.
- i. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used or required for any online / offline bid opening meetings.
- k. Bidders are also advised to go through instructions provided at CPP Portal.

### 8.6 Instruction for submission of bids:

Bid Cover/ Folder	Bid Submission
<b>Proposal 1 – Bid Security</b>	Proposal-1 shall be titled, “Bid Security Declaration” and shall be uploaded (on CPP Portal) as single pdf document and shall be duly signed using DSC. It should clearly show the details and original is to be uploaded.
<b>Proposal 2 – Eligibility Criteria</b>	Proposal-2 shall be titled, “Eligibility Criteria” and shall be uploaded (on CPP Portal) as single pdf document and shall be duly signed using DSC. It should contain all supporting documents for eligibility criteria ( <b>Reference at Section 6 and Sub-Section 6.1</b> ).  All pages of the document (.pdf) shall be numbered and signed / initialed by the authorized signatory.
<b>Proposal 3 – Technical Proposal</b>	Proposal-3 shall be titled, “Technical Proposal” and shall be uploaded (on CPP Portal) as single pdf document and shall be duly signed using DSC. Technical proposal shall cover the documents required against the technical evaluation parameters and the technical presentation (Reference <b>Sub-Section 6.2 and Sub-section 9.3</b> ).  All pages of the document (.pdf) shall be numbered and signed / initialed by the authorized signatory.

<p><b>Proposal 4 – Financial Proposal</b></p>	<p>Proposal-4 shall be titled, “Financial Proposal” and shall be uploaded (on CPP Portal) as single pdf document and shall be duly signed using DSC. It should contain all documents and formats related to financial proposal as mentioned in RFP (Reference Sub-Section 6.3 and Annexure 12). Company name (with address &amp; contact details) &amp; logo should be placed on all pages of the Financial Proposal.</p> <p>All pages of the document (.exl) shall be numbered and signed / initialled by the authorized signatory.</p> <p>Financial Proposal or any part thereof should not be kept / mixed with the Proposal-1 (EMD), Proposal 2 (Eligibility), Proposal-3 (Technical Bid) in either explicit or implicit form, in which case the bid may be rejected.</p>
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**Note:**

- The RFP and corrigendum thereof should be read in entirety before submitting bids so that bid submission captures all required documents as well as given format.
- Please check the documents and upload them carefully. Any error i.e. file is corrupted, not readable etc. found the Bid will be rejected. MeitY in no case will be liable for the same.

## 8.7 Assistance to Bidders

- a. Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the MeitY or the relevant contact person indicated in the tender at **sub-section 2.4**.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. [Phone number: 0120- 4001-002 or 0120-4001-005 or 0120-6277-787 And Email: support-eproc@nic.in]

## 8.8 Rules for Responding to this RFP

- a. The firms / Bidders should use the formats prescribed in Annexure(s) by MeitY in submission of the RFP Response.
- b. All responses received after the due date/ time as mentioned in advertisement would be considered late and would be liable to be rejected.
- c. Documents not required as part of the Tender should not be provided. Adding unnecessary or redundant documents to misguide evaluation may lead to rejection.
- d. All bid responses would be deemed to be irrevocable offers / proposals from the Bidders and may be accepted by MeitY to form part of final contract between MeitY and the selected Institution/organization. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by MeitY.
- e. In case, due to unavoidable circumstances, MeitY does not award the contract within 6 months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the Bidder would have the choice to maintain the Bid Security Declaration with MeitY or to withdraw the bid and nullify the security declaration.
- f. MeitY reserves the right not to allow / permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- g. The Bidder, at no point in time, can excuse themselves from any claims by MeitY whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RFP circulated by MeitY. The Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.
- h. If related parties (as defined below) submit more than one bid then both/all bids submitted by related parties are liable to be rejected at any stage at MeitY's discretion:
  - Bids submitted by the holding company and its subsidiary.
  - Bids submitted by one or more companies having common director/s.
  - Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners.

- Bids submitted by one or more companies in the same group of promoters/management.
- Any other bid in the sole discretion of MeitY is in the nature of multiple bids.

## 9. Evaluation of Bids

### 9.1 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the “Bid Details” for RFP given in the beginning of the RFP. During the opening of the bids, the Bidders can depute an authorized representative (only one) to attend the bid opening process. No separate information will be given in this regard to the Bidders for deputing their representatives. The representative has to submit an authority letter duly signed by the Institution/organization, authorizing him / her to represent and attend the Bid opening on behalf of it. The authorized representative present having photo identification, shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the Bidder.

1	Opening of Prequalification Bids	Refer <b>sub section 2.2</b> The meeting link will be published at & CPP Portal
2	Opening of Technical Bids	The meeting link will be shared with the Contact Person (via email) of the shortlisted Bidders.
3	Technical Presentation & interviews	The meeting link will be shared with Contact person (via email) of the shortlisted Bidders. The Contact person will need to share the details of resources and members who will join the same

4	Opening of Financial Bid	The meeting link will be shared with the Contact person (via email) of the shortlisted Bidders. The Contact person will need to share the details of members (max 2) who will join the same.
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## 9.2 Preliminary Scrutiny

MeitY will scrutinize the offers received to determine whether they are complete and as per RFP requirement. The Bidders meeting the eligibility criteria will be taken forward to the next stage of evaluation i.e. technical evaluation.

First the Bid Security Declaration will be checked. Then, the Pre-Qualification Proposal Documents will be reviewed/evaluated and only those bidders who qualify the minimum requirements (Refer **Section 6** - Eligibility) specified in the RFP, will be eligible for technical evaluation. Technical Proposal and Financial Proposal of Bidders who do not meet the Pre-Qualification criteria will not be opened/entertained. All the supporting documents/documentary evidence must be attached as per specifications done in Eligibility criteria i.e. **Section 6** and relevant Annexure(s).

## 9.3 Technical Evaluation

The technical bid submitted will be evaluated by Digital Economy & Digital Payments Division's (DEDPD) Evaluation Committee. The Evaluation committee would undertake a discussion / presentation with the Institution/organization on the understanding of the key challenges before MeitY, proposed Approach and Methodology to be adopted, time frame for implementation of activities and the proposed team. The technical capabilities and competence of the Institution/organization should be clearly reflected in the discussion / presentation. MeitY will inform the date, time and venue of the discussion / presentation to the Bidders that have met the eligibility criteria.

During the course of the discussion / presentation, MeitY has the right to interview the proposed personnel, to decide whether to deploy him/her in the project or not. MeitY shall reserve the right to seek the change of Resource personnel in case of need. MeitY reserves the right to review the decision of appointment in the event MeitY is not satisfied with the performance.

Based on the details submitted by the Institution/organization in the Technical Proposal and the Discussion / Presentation with the Evaluation Committee of MeitY, the Technical Evaluation of the eligible Bidders will be carried out as furnished below:

Sr. No.	Criteria	Maximum Marks
A	<p><b>Experience of the bidder</b></p> <p>Bidder should have carried out projects for Indian Public sector organizations/ministries/departments/enterprises/undertakings covering one or more following areas -</p> <ul style="list-style-type: none"> <li>• Development of Measurement framework or Statistical analysis or Estimation &amp; Measurement for India's Digital Economy or socio-economy or Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, and digital education.</li> <li>• Defining strategy and identify KPI for policy makers and regulators to enhance in Digital Economy/ socio-economic parameters in India/Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, ICT and digital education.</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>• projects / assignments included in Minimum Qualification (Eligibility) criteria can be repeated.</li> <li>• Start date must be within 5 years preceding the issuance date of the RFP.</li> <li>• Only completed projects will be counted.</li> <li>• Each project must be of <b>INR 50 lakh</b> or more in fees, payable to the bidder at the time of award of contract.</li> <li>• Excludes audit, taxation, transaction advisory, IT support, IT services, systems integration projects.</li> </ul> <p>The bidder must provide details of the projects for the evaluation committee to ascertain relevance.</p>	25
A1	Have completed 12 projects / assignments or more	25
A2	Have completed 9-11 projects / assignments	20
A3	Have completed 6-8 projects / assignments	15
A4	Have completed 3-5 projects / assignments	10
A5	Have completed at least 2 projects / assignments	5
B	<p><b>Quality of the Reports</b></p> <p>Published reports from the services provided by the bidder and eligible under section (A) above.</p> <ul style="list-style-type: none"> <li>• The bidder should submit a maximum 2000-word write-up for each report (up to 3 reports) highlighting the context and complexity of the project, key design challenges faced, formulated econometric models, primary survey done, data points and gaps identified, key deliverables and results achieved.</li> </ul> <p>Marking criteria:</p> <ul style="list-style-type: none"> <li>• Each report to be graded basis the description provided by the bidder</li> </ul>	15

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	<ul style="list-style-type: none"> <li>(3+2) marks per case study; 3 marks – to be awarded basis its relevance to the scope outlined in this RFP; 2 marks – relevant projects within GoI departments / State Governments and its organisations including Section 8 companies</li> </ul>	
<b>C</b>	<b>Qualification and experience of the key team members</b>	<b>35</b>
C1	<b>Qualification and experience of Chief Investigator</b> – Minimum 20 years’ experience for Chief Investigator in the areas related to economy, digital economy, statistical analysis of key sectors	10
C1.1	1 mark for each such studies completed, maximum 5 such studies	5
C1.2	Doctorate in (a) Economics (b) Statistics (c) IT / Electronics / Computer	3
C1.3	Master’s degree in (a) Economics (b) Statistics (c) IT / Electronics / Computer	2
C2	<b>Qualification and experience of Co-Investigator</b> –15 years’ experience for Co-Investigator in the areas related to economy, digital economy, statistical analysis of key sectors	10
C2.1	1 mark for each such studies completed, maximum 5 such studies	5
C2.2	Doctorate in (a) Economics (b) Statistics (c) IT / Electronics / Computer	3
C2.3	Master’s degree in (a) Economics (b) Statistics (c) IT / Electronics / Computer	2
<b>C3</b>	<b>Qualification of Subject Matter Experts (5 marks for each of 3 Experts)</b>	<b>15</b>
C3.1	Have experience in conducting assignments (viz. surveys / studies / publication of research papers in reputed journals ) using MoSPI data (SUTs, NSSO etc. ) - One mark for each assignment	3
C3.2	Doctorate in the field of (a) economics (b) Statistics (c) IT / Technology	1
C3.3	Master’s degree in (a) Economics (b) Statistics (c) IT / Technology	1
<b>D</b>	<b>Presentation on the proposed concept and plan for the study by the Chief Investigator</b>	<b>25</b>
D1	Understanding of the context and challenges of Digital Economy measurement	5
D2	Understanding of global measurement frameworks and gaps (including data) in Indian context	5
D3	Proposed model / framework and primary survey	10
D4	KPIs, output, outcome and development of dashboard	5
Total (A+B+C+D)		100

Bidders who are eligible as per the eligibility criteria and score at least **75 marks** in technical evaluation would be considered as technically qualified to be a part of Financial Bid Opening. MeitY, at its sole discretion, may also choose to lower the minimum score from **75 marks**.

**Note:**



- a) Documentary evidence must be submitted for each criterion and undertaking or declaration made by the bidder must be on the company letterhead and is to be signed by an authorized signatory.
- b) Completion Letter / Reference Letter from relevant Senior Executive of the client to be attached for each engagement reference mentioned.
- c) If any of the criteria information is not deducible from the submitted documents, marks will not be awarded in those criteria, though Tender Evaluation Committee can ask for clarifications on their own discretion.
- d) Only qualification and experience of key members will be evaluated. The bidder may engage other resources but their qualification and experience will not be evaluated.

## 9.4 Financial Evaluation

- a. The marks scored in the technical bid which essentially rates the Bidder on **technical criteria will be given weightage of 80%. The financial bids will be given weightage of 20%**. The combined score of technical and financial will determine the ranking of the firms. In case of a tie in the combined score between Bidders, the Bidder with higher technical score will be given a higher rank. MeitY will appoint the top ranked Institution/organization based on the ranking derived from the combined score. If technical and financial score are same then the bidder with more years of experience of Chief Investigator will be considered.
- b. Bidders secured at least **75 percent** or more in technical evaluation will be eligible to participate in financial bid opening process. The Financial Bids (**i.e. Annexure 12**) of the technically qualified bidders will be opened on the prescribed date. Representatives of Bidders may witness the opening of financial bids.
- c. In Format given at **Annexure 12**, the Bidders are required to quote their total cost (inclusive of all the components and inclusive of GST/taxes applicable) for the assignment. This amount / quote is to be used for financial evaluation purpose and, award of Work Order (if selected).
- d. After opening of financial bids of eligible bidders, the financial scoring will be done.
- e. The lowest financial quoted rate will receive highest marks i.e. 100. Scoring to other higher quoted rate will be assigned using formula indicated below:  
**Financial Score = (Lowest Quote among the Bidders/Quote of the Bidder)\*100**
- f. After weighted scoring of both technical and financial bids, they will be combined together and ranked. Highest scorer will secure Rank 1, then Rank 2 and soon.
- g. The Bidder with **Rank One** (most responsive bid) based on QCBS system will be selected as the most suitable Bidder using weightage of **80:20** for Technical and Financial respectively.
- h. An illustration for calculation of combined score is as under:

A	B	C	D	E	F	G	H	I
Sr.	Name of the bidder	Technical Score secured	Weighted Technical Score (Col.C*0.80)	Actual Financial Rate/ Quote (in %)	Financial Score (Lowest Rate/ Quoted Rate)* 100	Financial Score Weighted (Col. F*0.20)	Total score (Col. D+ Col. G)	Rank
1							<b>Highest score</b>	<b>1</b>
n.								

- a. If a Bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

- b. Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, GoI (<https://doe.gov.in/sites/default/files/Predatory%20pricing%20-%20Abnormally%20Low%20Bids.pdf>) and for predatory pricing and abnormally low bids evaluations. And, any conditional bid would be rejected.
- c. Errors & Rectification: If there is a discrepancy between Words and Figures, the **Figure indicated in Words will prevail**.

## 9.5 Notification of Outcome

- a. MeitY will notify the Institution/organization in writing or email as soon as practicable, about the outcome of the RFP evaluation process. MeitY is not obliged to provide any reasons for any such acceptance or rejection. The decision of MeitY shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned /challenged.
- b. MeitY will award the Contract to the Best Value Bidder, finalized as per the financial bidding process mentioned above.

## 9.6 Right to Accept / Reject Any or All Proposal(s)

MeitY 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 MeitY action.

## 9.7 Contract Finalization and Award

- a. MeitY shall reserve the right to negotiate with the bidder whose proposal has been ranked best value bid on the basis of Technical & Financial Evaluation to the proposed Project.
- b. After MeitY notifies the successful bidder that its proposal has been accepted, MeitY shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder(s) between MeitY and the successful bidder.
- c. Prior to the expiration of the validity period, MeitY will notify the successful bidder in writing or through email, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidders' furnishing of Performance Bank Guarantee (PBG) of **Three Percent** of the **Total Work Order value**.

## 9.8 Failure to agree with the Terms & Conditions of the RFP

- a. Failure of the successful bidder(s) to agree with the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the

award, in which event MeitY may award the contract to the next best value bidder or call for new proposals from the interested bidders at its own discretion

- b. In such a case, the MeitY may penalize with the suspension for participation in future procurement processes for a period of up to one year.

### 9.9 Service Level Agreements (SLAs) and Penalty

Service Levels	Measurement Criteria	Applicable Penalty
<b>Deployment of Resources and Commencement of Services</b>	Within 15 days of placing the Work Order	INR 20,000/- per day per person for the number of days and resources
<b>Replacement of Resource</b> (on-performance, resignation, retirement, Death etc.)	Within 2 weeks of deployment	INR 20,000/- per day per person for the number of days and resources
<b>Submission of Inception Report</b>	Within defined timelines	Nil
	Delay beyond 1 week to defined timeline	One Percent of Total Work Order Value for each delayed day
Presentation on the literature review report summarizing existing methods and frameworks for measuring the digital economy.	Within defined timelines	Nil
	Delay beyond 1 week to defined timeline	One Percent of Total Work Order Value for each delayed day
Presentation on framework and methodology outlining the proposed approach for estimating the size of India's digital economy including data sources and KPIs.	Within defined timelines	Nil
	Delay beyond 1 week to defined timeline	One Percent of Total Work Order Value for each delayed day
Presentation on the data report with the estimation and projection of India's Digital Economy including employment.	Within defined timelines	Nil
	Delay beyond 1 week to defined timeline	One Percent of Total Work Order Value for each delayed day
Presentation on the comprehensive report assessing the impact of selected segments of the economy.	Within defined timelines	Nil
	Delay beyond 1 week to defined timeline	One Percent of Total Work Order Value for each delayed day
Presentation on the report outlining the identified data gaps in the estimation of India's digital economy	Within defined timelines	Nil
	Delay beyond 1 week to defined timeline	One Percent of Total Work Order Value for each delayed day
Presentation on the comprehensive report outlining policy recommendations based on estimates and findings covering pathways for focus sectors capable of boosting the size of the Digital Economy by 2030.	Within defined timelines	Nil
	Delay beyond 1 week to defined timeline	One Percent of Total Work Order Value for each delayed day

<b>Submission of Draft Report</b>	Within defined timelines	Nil
	Delay beyond 1 week to defined timeline	One Percent of Total Work Order Value for each delayed day
<b>Submission of Final Report</b>	Within defined timelines	Nil
	Delay beyond 1 week of receiving the feedback on the draft report	One Percent of Total Work Order Value for each delayed day
<p><b>Note:</b> The maximum SLA based penalties that can be levied under the contract shall be <b>twenty (20) percent</b> of the Work Order Value.</p>		

## 10. General Terms & Conditions

### 10.1 Adherence to terms & conditions

The Bidders who wish to submit their responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Bidders, such responses may be disqualified and may not be considered for the selection process.

### 10.2 Institution/organization's General Responsibilities

The bidder shall, subject to the provisions of the assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.

The bidder shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of MeitY.

The bidder should provide professional, objective and impartial advice at all times and hold MeitY's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and while executing the assignment.

### 10.3 Sufficiency of Tender

The Bidders shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices before agreeing to the Terms and Conditions. The rates quoted by the Bidders shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Bidders should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/contract amount without taxes, royalties and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment.

### 10.4 Execution of Service Level Agreement (SLA)/Non-Disclosure Agreement NDA

The selected Institution/organization will be required to execute the following within **10 days** from the date of intimation to the Institution/organization as stated in **clause 9.5** above:

- a. Service Level Agreement (SLA) which will include all the services and terms and conditions of the services to be extended as detailed here in and as may

be prescribed or recommended by MeitY; and

b. Non-disclosure Agreement (NDA)

- i. Payment of stamp duty would be as per laws applicable in the State in which the SLA and NDA is executed.
- ii. The Institution/organization shall bear all costs and expenses for the execution, stamp duty and submission of the agreements. MeitY shall not be responsible or liable for reimbursing / compensating these costs and expenses.

If the selected Institution/organization differs / does not agree on any conditions / terms of the contract, MeitY shall have the right to appoint the next ranked Institution/organization without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.

Unless and until a formal SLA and NDA is executed, this Tender (RFP) together with the written acceptance of the Institution/organization thereof shall constitute binding Terms and Conditions between the Parties.

## 105 Tenure

The Institution/organization will be appointed for a period of **9 months** from the date of appointment, which *inter-alia* shall include the period of successful implementation. However, this would be subject to satisfactory performance during MeitY. In case the performance of the Institution/organization is deemed unsatisfactory, the contract will be terminated as per the provision of the “termination of contract” clause mentioned in this RFP.

## 106 No Commitment to Accept Lowest Financial Proposal by value

MeitY shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. MeitY reserves the right to make any changes in the terms and conditions of purchase. MeitY will not be obliged to meet and have discussions with any Institution/organization, and/or to listen to any representations unless there is change in the terms and conditions of purchase.

## 107 Payment Term

MeitY will release the payment of the agreed Professional Fees to the selected Institution/organization after deduction of applicable taxes at source (if any). No upfront payment will be made by MeitY to the Institution/organization.

If any of the items / activities corresponding to which certain price as mentioned in the price Bid is quoted, are not taken up by MeitY during the course of this assignment, MeitY will not pay the professional fees quoted by the selected Institution/organization in the quotation against such activity / item.

#	Deliverables / milestones	% Of Total
1	Literature Review, Framework and Methodology Report and Presentation	5%
2	Inception Report	10%
3	Estimation and projection of India's Digital Economy Report including employment aspects and primary survey and Presentation	10%
4	Assessment of impact of selected segments of the economy and identification of the data gaps in the estimation of digital economy Report and Presentation	10%
5	Policy recommendations based on estimates and findings Report	10%
6	Consolidated Draft Report and Presentation	20%
7	Submission of Print Ready - Final Report	35%

### 10.8 Taxes

TDS will be deducted from the payments to the Institution/organization as per applicable laws (if any). In lieu of that certificate will be provided by MeitY to the Institution/organization.

### 10.9 Statutory authority obligations, notices, fees & charges

The Institution/organization shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or bye-law of any relevant authority which has any jurisdiction with regard to the assignment.

The Institution/organization would comply with all Applicable Laws as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the substantive laws of India.

### 10.10 Applicable Law and Jurisdiction of Court

This RFP and the Contract with the selected Institution/organisation shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Delhi. This clause may be read in conjunction with clause 10.20 (*Arbitration*)

### 10.11 Single Point of Contact

The selected Institution/organization should have a local office in Delhi and has to provide details of single point of contact at reasonably senior level of the management



viz. Name, designation, address, e-mail address, telephone / mobile no. etc.

#### **10.12 Authorized Signatory**

The selected Institution/organization shall indicate the authorized signatories who can discuss and correspond with MeitY, with regard to the obligations under the contract. The selected Institution/organization shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/ Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/ contracts with MeitY. The Institution/organization shall furnish proof of signature identification for above purposes as required by MeitY.

#### **10.13 Work Space and administrative requirements**

The key persons identified by the selected Institution/organization for the programme should carry out their activities from Electronics Niketan, 6, CGO Complex, New Delhi or from any other suitable location as provided by MeitY. The Institution/organization may indicate their administrative requirements (entry pass & sitting arrangement) to MeitY well in advance. No charges would be applicable to the Institution/organization for the same. Computers / laptops, Internet dongle, other IT devices & accessories etc. for human resources deputed shall be arranged by the selected agency / bidder on its own.

#### **10.14 Substitution of Program Team Members**

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Institution/organization, as the case maybe, can do so only with the prior written concurrence of MeitY and by providing the replacement staff of the same level of qualifications and competence. If MeitY is not satisfied with the substitution, MeitY reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by MeitY to the selected Institution/organization during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, MeitY reserves the unconditional right to insist the selected Institution/organization to replace any team member with another (with the qualifications and competence as required by MeitY) during the course of assignment pursuant to this RFP.

#### **10.15 Rights in Intellectual Property and Materials**

All the rights relating to the Trade Marks and Copy Rights in respect of work generated by the Institution/organization on behalf of MeitY and paid for by MeitY. Provided

that MeitY would reimburse the Institution/organization for any sums of money paid for the assignment / licensing of the copyright by way of fees, charges, or otherwise as provided by the guidelines, regulations, rules, or policies of any professional body or association, with prior approval from MeitY.

In order to perform the services, the Institution/organization must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep MeitY harmless and indemnify MeitY from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.

All documents, report, information, data etc. collected and prepared by Institution/organization in connection with the scope of work submitted to MeitY will be property of MeitY. The Institution/organization shall not be entitled, either directly or indirectly, to make use of the documents and reports given by MeitY for carrying out of any services with any third parties. Institution/organization shall not, without the prior written consent of MeitY be entitled to publish studies or descriptive articles, with or without illustrations or data, in respect of or in connection with the performance of services

The pre-existing intellectual property of the Institution/organization used in deliverables shall remain vested with the Institution/organization. Anything developed during the course of the project shall be owned by MeitY.

## 10.16 Confidentiality

Information provided under this RFP and subsequent SLA (if the Institution/organization is selected) is confidential and neither Party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any Confidential Information that the Other Party may acquire during the course of such association or otherwise concerning the Other Party's business, property, contracts, trade secrets, clients or affairs.

**"Confidential Information"** means any and all information that is or has been received by the "Receiving Party" from the "Disclosing Party" and that:

- a. Relates to the Disclosing Party; and
- b. Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- c. Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or Institution/organizations.
- d. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports,

specifications or other documents or materials that may be shared by MeitY with the Institution/organization.

- e. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks, tapes or memory devices whether machine or user readable.
- f. Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to MeitY's data or projects, including but not limited to MeitY customers "or MeitY employees" personal data or such other information as MeitY is required by any law to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- g. Nothing contained in this clause shall limit Institution/organization from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Institution/organization shall at no point use MeitY's confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agree to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the Institution/organization hires another person, with the prior written permission of MeitY to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Institution/organization is bound to maintain the confidentiality.

The Institution/organization shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of MeitY

- a. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub- contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
- b. Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of MeitY or its customers or their projects.

In maintaining confidentiality hereunder the Institution/organization on receiving the Confidential Information and materials agrees and warrants that it shall:

- a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
- b. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
- c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform MeitY of such disclosure in writing and immediately return other Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- e. The Institution/organization who receives the Confidential Information and materials agrees that on receipt of a written demand from the Disclosing Party;
  - i. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the Receiving Party's possession or under its custody and control
  - ii. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers
  - iii. to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
  - iv. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
  - v. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/ her knowledge,

information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with

- vi. The rights in and to the data/ information residing at MeitY's premises, including at the Disaster Recovery Centre even in the event of disputes shall at all times solely vest with MeitY
- f. This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:
- i. Was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
  - ii. Is known to the receiving party at the time of receiving such information as evidenced by documentation then right-fully in the possession of the receiving party;
  - iii. Is furnished by others to the receiving party without restriction of disclosure;
  - iv. Is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
  - v. Has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Institution/organization shall promptly notify MeitY of such requirement with a view to providing MeitY an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
  - vi. Was independently developed by the receiving party without the help of the Confidential Information.

On termination of the RFP and subsequent agreement, each Party must immediately return to the other Party or delete or destroy all Confidential Information of the other Party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and documentation that has been provided to MeitY which is contemplated for continued realization of the benefit of the services. Notwithstanding the foregoing, Institution/organization may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to MeitY's data or MeitY customers, including but not limited to the "MEITY Clients or Projects" or the "MEITY employees" personal data or such other information as MeitY is required by any law to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of MeitY and its disclosure under the contract shall not confer on the Institution/organization any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Institution/organization and MeitY.

MEITY shall use the deliverables only for internal use as per the agreement. Disclosure to third parties shall be after removing Institution/organization's reference, except when the information is required for submission to statutory / regulatory authorities or its promoters.

#### **10.17 Indemnification**

- a. Subject to Clause 10.18.2 below, Institution/organization (the "Indemnifying Party") undertakes to indemnify (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

- b. The indemnities set out in Clause 10.18.2 shall be subject to the following conditions:
  - i. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - ii. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
  - iii. If the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
  - iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party
  - v. All settlements of claims subject to indemnification under this Clause will:
    - a. Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
    - b. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement
  - vi. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings
  - vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings
  - viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
  - ix. If a Party makes a claim under the indemnity set out under Clause 17.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

## 10.18 Termination

In the event of non-performance of the Institution/organization as decided by MeitYor any disputes or differences arising between the Parties hereto on any matter / provision set out

in this RFP and subsequent Service Agreement for the selected Institution/organization, the

Parties shall try to resolve the matter amicably inter se. The defaulting Party shall be given notice of 30 days to alter the situation and resolve the dispute or reverse the damage caused in anyway.

In the event the defaulting Party does not comply with its obligations, on the termination of the notice period, the other Party shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.

Upon termination of the Agreement, the Institution/organization would promptly hand over to MeitY all deliverable items, including work-in-progress, all "as is where is" condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Institution/organization shall complete pending assignments and MeitY shall agree to settle the dues in respect of completed assignments, except if specifically instructed by MeitY to act otherwise. In such case, the payment due to the Institution/organization would be determined on the basis of the last completed milestone as per the programme schedule.

MeitY would also have the right to terminate such SLA with one month's notice without assigning any reason.

MeitY reserves the right to cancel the contract of the selected Institution/organization and recover expenditure incurred by MeitY in any of the following circumstances:

- a. The Institution/organization becomes insolvent or goes into liquidation voluntarily or otherwise.
- b. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- c. The progress regarding execution of the contract, made by the selected Institution/organization is found to be unsatisfactory.
- d. If deductions on account of Penalty exceeds more than 20% of the total contract price.
- e. If the selected Institution/organization fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- f. If the selected Institution/organization gets merged/ taken over by another firm.
- g. Breach of terms of Contract by the Institution/organization which in the opinion of MeitY is material.

Upon cancellation of the Agreement, the Institution/organization would promptly hand over to MeitY all deliverable items, including work-in-progress, all in "as is where is" condition subject to the mutual settlement of all money due and payable to them being paid.

#### **10.19 Arbitration**

Without prejudice to the right of MeitY to terminate the RFP/Contract and pursue other remedies under RFP/Contract, if a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or



claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed with the mutual consent of MeitY and the Institution/organization. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the Arbitration shall be Delhi. The Arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996.

The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The decision of the Arbitrator shall be final and binding upon the Parties.

## **1020 Dispute Resolution**

- a) All disputes and / or differences between the Parties if any, arising out of or in connection with this RFP shall be settled mutually by the Authorized Representatives from both the parties.
- b) If the Parties are unable to resolve the dispute amicably, within 30 days from the reference of the dispute, it may be escalated to Secretary, Ministry of Electronics & IT (MeitY), Government of India.
- c) If the Parties are unable to resolve the dispute amicably, within 30 days from the reference of Secretary, MeitY; either party may refer the matter for arbitration. Disputes, differences or questions arising between in connection with this RFP that remain unresolved at the above- stated stage, including but not limited to the construction of this RFP or the rights, duties or liabilities of either party, will be settled by Arbitration.
- d) Arbitration of any dispute may be initiated by one party sending a written demand for Arbitration to the other party. This demand will specify the matter in dispute and request the appointment of an Arbitration Panel.
- e) The Arbitration proceedings will be conducted by the Arbitration and Conciliation Act of India, 1996. The site of the all judicial proceedings concerning this RFP shall be New Delhi. All expenses of the Arbitration shall be borne equally by the Parties unless the Arbitrators rule otherwise.
- f) Arbitration will be as per Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.

## **1021 Publicity**

Any publicity by the Institution/organization in which the name and logo of MeitY is to be used should be done only with the explicit prior written permission of MeitY.

## **1022 Notices and other Communication**

If a notice has to be sent to either of the Parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or courier or email duly transmitted, facsimile/ fax transmission (with

hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/ email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address). Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

### **1023 Written Notice of change in name, form or control of either Party**

The Institution/organization shall provide MeitY with prompt 30 days prior written notice of any proposed change in Institution/organization's name, ownership, or form of organization. The Institution/organization shall also provide MeitY with prompt written notice and in any event within a period of 30 days of the occurrence of any event, which could jeopardize or materially impact its ability to perform its obligations under this Agreement in a timely manner.

### **1024 Violation of Terms**

MeitY shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Institution/organization from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies MeitY may have at law or inequity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **1025 Limitation of Liability**

Save and except as provided in "Terms of Compensation" and "Termination" herein, neither Party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this Agreement.

The Institution/organization's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, to otherwise), shall be at actual and limited to the Contracted Value under the applicable statement of work.

MEITY shall not be held liable for and is absolved of any responsibility or claim/ litigation arising out of the use of any third party software or modules supplied by Institution/organization as part of procurement under the RFP. It is expressly agreed between the Parties that for any event giving rise to a claim, MeitY shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Institution/organization.

MEITY will not be responsible for loss or corruption of data. Bidder will take adequate measures to maintain backup of data.

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings).

#### **1026 Survival**

Any provision of the Contract/ this RFP (if any) which, either expressly or by implication, survive the termination or expiry of the Contract, shall be complied with by the Parties in the same manner as if the Contract/ RFP is valid, subsisting and in full force and effect.

In the event of the Termination of the Agreement (with the selected Bidder) in whole or in part, the Clauses titled "Compensation", "Rights in Intellectual Property and Material", "Indemnification", "Confidentiality", and "Limitation of Liability" shall survive and continue in effect and shall ensure to the benefit of and be binding upon both the Parties, their successors and assigns.

#### **1027 Severability**

Each of the above restrictions is separate and severable from the other. Any provision, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

#### **1028 No Agency**

The Service(s) of the successful Bidder herein shall not be construed as any agency of MeitY and there shall be no principal agency relationship between MeitY and the successful Bidder in this regard.

#### **1029 Corrupt and Fraudulent practices**

As per Central Vigilance Commission (CVC) directives, it is required that Institution/organizations/Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution; and
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of MeitY and includes collusive practice among Institution/organizations (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels

- c. and to deprive MeitY of the benefits of free and open competition.

MEITY reserves the right to reject a proposal for award if it determines that the Institution/organization recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question. MeitY reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per MeitY's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing contract.

### **1030 Adherence to Standards**

The selected Institution/organization should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

MEITY reserves the right to conduct an audit/ ongoing audit of the consulting services provided by the selected Institution/organization. MeitY reserves the right to ascertain information from other institutions to which the Institution/organizations have rendered their services for execution of similar programs.

### **1031 Conflict of interest**

The Institution/organization shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to MeitY all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the services after it becomes aware of that conflict.

### **1032 SubContracts**

Neither the contract nor any rights granted under the contract with MeitY can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Institution/organization without advance written consent of MeitY. Any such sale, lease, assignment or otherwise transfer shall be void and be of no effect. The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract. Formation of consortium or association of Institution/organization's and engaging sub Institution/organization's is not allowed and such proposals will be disqualified at the evaluation stage itself.

### **1033 Non-solicitation**

The selected Institution/organization, during the term of the contract and for a period of one year thereafter shall not without the express prior written consent of MeitY, directly or indirectly:

- a. Recruit, hire appoint or engage or attempt to recruit, hire, appoint or engage or

- b. discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by MeitY in rendering services in relation to the contract; or
- c. Induce any person who shall have been an employee or associate of MeitY at any time to terminate his/ her relationship with MeitY.

#### **1034 No Employer Employee Relationship**

The selected Institution/organization or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with MeitY or any of its employees / officers / staff / representatives / personnel / agents.

#### **1035 Vicarious Liability**

The selected Institution/organization shall be the principal employer of the employees, agents, contractors, sub-contractors etc., engaged by the selected Institution/organization and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in MeitY shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected Institution/organization, for any assignment under the contract.

All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub-contractors etc. of the selected Institution/organization shall be paid by the selected Institution/organization alone and MeitY shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Institution/organization's employees, agents, contractors, subcontractors etc. The selected Institution/organization shall agree to hold MeitY, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to MeitY through the action of selected Institution/organization's employees, agents, contractors, subcontractor etc.

#### **1036 Other Conditions**

It is clarified, as and by way of abundant caution that MeitY will have all ownership and / or license rights on all the ideas, concepts, proposals, etc. developed by the Institution/organization during the course of this assignment as specified in the RFP and paid for by MeitY.

MeitY reserves the right to negotiate any aspect of proposal with any Institution/organization and negotiate with more than one Institution/organization at a time after the RFP closes to improve upon or clarify any response or bid proposal.

MeitY reserves the right to ask some or all Institution/organizations for clarification of their

offer to assist in the scrutiny, evaluation and comparison of offers and based on this, disqualify the Institution/organization whose clarification is found not suitable for the proposed project.

MEITY reserves the right to share the information/clarifications provided in response to RFP by any Institution/organization, with any other Institution/organization(s)/others, in any form.

### **10.37 Representations and Warranties**

The Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a. Bidder has been in existence in India since April 01, 2018 and has the requisite qualifications, skills, experience and expertise in providing the service(s), the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service(s) sought by MeitY.
- b. That the Bidder is not involved in any major litigation and no litigation or investigation is threatened against the Bidder. That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the RFP/Contract.
- c. That the representations made by the Bidder in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and RFP and unless MeitY specifies to the contrary, the Bidder shall be bound by all the terms of the bid. The Bidder has not suppressed any information, which is within the knowledge of the Bidder.
- d. That the Bidder meets the requisite eligibility criteria as set out hereinabove and has the requisite professional skills, personnel and resources/authorizations that are necessary for providing / rendering all such service(s) as are necessary to perform its obligations under the bid and this Contract.
- e. That the Bidder shall ensure that all assets including but not limited to software, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
- f. That the Bidder shall use such assets of MeitY as MeitY may permit for the sole purpose of execution of its obligations under the terms of the bid, or the Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- g. That the Bidder shall procure all the necessary permissions and requisite authorities approvals, consents, no objections and licenses for use of various

software and any copyrighted process/product free from all claims, titles, interests and liens thereon, and shall keep MeitY, its directors, officers, employees, representatives, Institution/organizations and agents indemnified in relation there to.

- h. That all the representations and warranties as have been made by the Bidder with respect to its bid and the Contract, are true and accurate, and shall continue to remain true and accurate through the term of the Contract.
- i. That the execution of the service(s) herein is and shall be strictly in accordance and in compliance with all applicable laws, as amended from time to time, the regulatory framework governing the same and the good industry practice.
- j. That there are – (a) no legal proceedings pending or threatened against Bidder or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or its team members by any statutory or regulatory or investigative agencies.
- k. That the Bidder has the corporate power / power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action / action to authorize the execution, delivery and performance by it of the Contract.
- l. That all the conditions precedent under the Contract have been complied.
- m. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract
  - (i) will contravene any provision of any applicable laws or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder
  - (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions, provisions or stipulations of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or
  - (iii) will violate any provision of the Constitutional Documents (if applicable) of the Bidder.
- n. That the Bidder certifies that all registrations, recordings, filings and notarizations of the contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made by him/her/it.
- o. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of MeitY, which may directly or indirectly have a bearing on the Contract or service(s).
- p. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the service(s) and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual

Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, there is any infringement or threatened infringement of those Intellectual Property or Intellectual Property.

- q. Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep MeitY, its directors, officers, employees, agents, representatives and Institution/organisations indemnified in relation thereto.

### **1038 Relationship between the Parties:**

Nothing in the Contract constitutes any fiduciary relationship between MeitY and successful Bidder/its team or any relationship of employer - employee, principal and agent, or partnership, between MeitY and the successful Bidder.

No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.

MEITY has no obligation to the successful Bidder except as agreed under the terms of the Contract. All employees/personnel/ representatives/agents etc., engaged by the successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the successful Bidder and the successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall MeitY be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the successful Bidder.

The successful Bidder shall disclose to MeitY in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the services as soon as practical after it becomes aware of that conflict.

The successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless MeitY first gives the successful Bidder its prior written consent.

### **1039 Force Majeure Definition**

- i. For the purposes of this engagement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other



industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- ii. Force Majeure shall not include:
  - a. Any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
  - b. Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Engagement, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**Annexure 1: Bid Security Declaration**

To,

Electronics Niketan, 6 CGO  
Complex, Lodhi Road, New  
Delhi-110003

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFP Number for <<Name of the assignment>> (hereinafter called "the Bid") to MeitY (hereinafter called 'the Purchaser').

I/We, hereby, accept that I/We will not withdraw or modify our bid during the bid validity period (180 days from submission date). I/We understand that on violation of this declaration, I/We may be penalized with suspension for participation in future for a period of up to one year.

(Authorized Signatory/ies of the

Bidding Agency) Seal:

Date:

**Annexure 2: Checklist for Submission of Response to RFP**

	<b>Documents to be submitted</b>	<b>Yes/No</b>	<b>Ref. Page No.</b>
1	Bid Security Declaration (as per <b>Annexure 1</b> )	Yes/No	
2	Undertaking regarding agreement of all terms of RFP (as per <b>Annexure 3</b> )	Yes/No	
3	Tender submitted in Three bids (Pre-Qualification, Technical & Financial) in addition to Bid Security Declaration	Yes/No	-
4	Submitted documents in Pre-Qualification / Eligibility criteria ( <b>refer Section - 6 and relevant Annexure for more details</b> )		
	i. Copy of Certificate of Registration / Incorporation / Constitutional Document / Proof of Implementation of the Projects in India	Yes/No	
	ii. Copy of PAN Card	Yes/No	
	iii. Copy of Tax Registration including GST	Yes/No	
	The Bidder should have successfully completed at least 2 sponsored assignments / research work / statistical analyses in India in the last 5 years amounting Rs. 50 lakh each (preceding the date of publication of RFP) covering one or more of the following major areas: <ul style="list-style-type: none"> <li>• Measurement framework for India's Digital Economy/ socio-economic parameters in India/Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, ICT and digital education</li> <li>• Statistical analysis on Digital Economy/socio-economy/Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, ICT and digital education</li> <li>• Formulation of Framework for estimation, measurement, and projection of Digital Economy/ socio-economy/Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, ICT and digital education</li> <li>• Defining strategy and KPI identification for policy makers and regulators to enhance in Digital Economy/ socio-economic parameters in India/Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, ICT and digital education</li> <li>• Released Whitepapers/publications in reputed journals/reports in public domain on Digital Economy/ socio-economy/Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, ICT and digital education</li> <li>•</li> </ul>	Yes/No	

	<p>At least one (1) of these two (2) projects should be for Government Clients or Public Sector Units in India.</p> <p><b>(Please refer Annexure 4, 5 &amp; 6)</b></p>		
	<p>iv. The bidder should have in-house capability to take up assignment on their own and not through any associates. Joint and collative bids will not be accepted. Average number of researchers/consulting personnel on role of the bidding agency in last three years should not be less than 50 (Annexure 10)</p>	Yes/No	
	<p>vi. Minimum Average Annual Turnover from professional fee from Consulting assignments in the last three financial years 2022-23, 2021-22, and 2020-21 not less than INR 10 crore and Minimum Average Annual Turnover from professional fee from similar assignments, in the last three financial years 2022-23, 2021-22, and 2020-21 should not be less than INR 1 crore. Attached document suitable certification by statutory auditors. As per <b>Annexure 16</b></p>	Yes/No	
	<p>vii. The Bidder should not be owned or controlled by any Director or Employee (or Relatives) of MeitY. Document attached per <b>Annexure 8</b></p>	Yes/No	

	<p>viii. The Bidder or any successor has not been penalized or found guilty in any court of law and the (firm/ company) or any successor has not been blacklisted / debarred by any Central Government Ministry / State Government / any other regulatory authority under:</p> <ul style="list-style-type: none"> <li>• Prevention of the Corruption Act, 1988 in last three years from bid submission date</li> <li>• The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract in last two years from bid submission date</li> </ul> <p><b>Refer Annexure 9.</b></p>	Yes/No	
	<p>ix. The company / firm and director / partners have not defaulted to any Government entity within the jurisdiction of India. Document attached per (<b>Annexure 7</b>)</p>	Yes/No	
5	Bid signed and stamped by authorized signatory on all pages	Yes/No	
6	Technical Proposal / Bid – as per Annexure 5, 6 & 11	Yes/No	NA
7	Financial Proposal / Bid - as per Annexure 12	Yes/No	NA

Below table summarizes the list of mandatory documents to be submitted mandatorily with Pre-qualification.

Note: All documents including annexure must be properly marked, signed and sealed and placed in the above-mentioned order.

We have not masked any document in the proposal document.

SIGNATURE - Authorized

Signatory Date:

Full name and designation and contact details (Seal of organization)

**Annexure 3 - Undertaking regarding agreement of all terms of RFP**

To,

Digital Economy & Digital Payments Division (DEDPD)  
 Ministry of Electronics & Information Technology  
 Electronics Niketan  
 6, CGO Complex Lodhi  
 Road New Delhi –  
 110003

Dear Sir,

- 1) Having examined the RFP including all Annexures, Forms and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned qualify the eligibility criteria and offer to provide the services as mentioned in the "Request for Proposal" and the other schedules of requirements and services for MeitY in conformity with this RFP.

Sr. No.	Particulars	Details
1	Name of Bidder	
2	Registered Address	
3	Website address	
4	Nature of entity (partnership/ private/ public etc.)	
5	Name of Partners / Directors	
6	Date of Incorporation	
7	Details of authorized contact person	
8	Name	
9	Designation	
10	Telephone no.	
11	Mobile no	
12	Email Address	
13	Fax no	
14	Geographical presence	

- 2) We confirm that the corrigendum(s) issued from time to time by MeitY have also been taken into consideration, while submitting this undertaking letter.
- 3) We confirm that we have the in-house capabilities to complete the assignment mentioned under this RFP on our own and not through any associate.
- 4) We confirm that we have the technical capabilities to deliver all the requirements of the above mentioned RFP.

- 5) We hereby certify that we have provided all the information requested by MeitY in the format requested for. The information provided is correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false / not correct or in a different format, MeitY shall have the absolute right to take any action as deemed fit without any prior intimation to us.
- 6) We agree to abide by the terms of this Tender from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
- 7) If our Proposal is accepted, we undertake to complete and deliver the whole of the works comprised in the RFP; comply with the delivery schedule as mentioned in the RFP and agree to abide by the General Terms and Conditions.
- 8) We agree to abide by this Financial Proposal for 180 days from the last date of submission of bids as per the RFP and our Offer shall remain binding on us and may be accepted by MeitY any time before expiry of the offer.
- 9) Unless and until a formal Agreement is executed, this Tender together with our written acceptance thereof shall constitute binding Terms and Conditions between MeitY and us.
- 10) We understand that the Request for Proposal (RFP) does not commit MeitY to reimburse the Bidder for any costs incurred in submission of this proposal. All statements in this RFP and any pre-contract negotiations, understandings and agreements resulting from this RFP are preliminary; consequently, MeitY has no obligation to us until a written contract is executed.
- 11) We agree that MeitY is not bound to accept the lowest or any Bid MeitY may receive.
- 12) We understand that MeitY has the right, without assigning reasons thereof, to
  - i) Reject, amend, and modify any condition contained in the RFP.
  - ii) Terminate this RFP.
  - iii) Negotiate with one or more Participants.
  - iv) Not award the assignment to any of the Participants and / or recommence the entire process.
  - v) Contract with one or more Participants for any reasons whatsoever.
  - vi) Modify the requirements and terms of this RFP and request revised proposals from some or all of the Participants.

**Signature of Authorized Person of Bidder**

**Full Name & Designation of Authorized  
Person  
Date:**

Seal of Bidder

## Annexure 4 – Eligibility / Pre-qualification Bid

Sr. No.	Details	Supporting Documents to be submitted	Page No.
1	Date of registration / incorporation / presence in India	Attached -Certificate of Incorporation / Constitutional Documents / Proof of implementing projects in India	
2	A functional office in Delhi NCR.	Address Proof - Electricity /Phone Bills/ Rent or lease agreement / Self Declaration by Authorized Signatory on Bidder's Letter Head	
3	<p>The Bidder should have successfully completed at least 2 sponsored assignments / research work / statistical analyses/primary survey in India in the last 5 years amounting to INR 50 lakh each (from the date of publication of RFP) covering one or more of the following major areas:</p> <ul style="list-style-type: none"> <li>• Measurement framework for India's Digital Economy/ socio-economic parameters in India/Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, ICT and digital education</li> <li>• Statistical analysis on Digital Economy/socio-economy/Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, ICT and digital education</li> <li>• Formulation of Framework for estimation, measurement, and projection of Digital Economy/ socio-economy/Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, ICT and digital education</li> </ul>	Relevant details of engagement(s) undertaken in the last five years with Client Certificates. <b>(Annexure 5 &amp;6)</b>	



	<ul style="list-style-type: none"> <li>• Defining strategy and KPI identification for policy makers and regulators to enhance in Digital Economy/ socio-economic parameters in India/Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, ICT and digital education</li> <li>• Released Whitepapers/publications in reputed journals/reports in public domain on Digital Economy/ socio-economy/Industries within digital economy such as digital infrastructure, digital healthcare, e-commerce, digital payments, ICT and digital education</li> </ul> <p>Preferably these two (2) projects should be for the Government of India/State Government/PSUs.</p> <p>The said projects should involve some form of estimation based on data sources available in the public domain/Gol/State Government,etc</p>		
4	<p>The Bidder should have in-house capability to take up assignment on their own and not through any associates. Joint and collative Bids will not be accepted.</p>	<p>Undertaking Letter <b>(Annexure 3)</b></p>	

5	<p>Minimum Average Annual Turnover from professional fee from Consulting assignments in the last three financial years 2022-23, 2021-22, and 2020-21 not less than INR 10 crore and Minimum Average Annual Turnover from professional fee from similar assignments, in the last three financial years 2022-23, 2021-22, and 2020-21 should not be less than INR 1 crore.</p> <p>Fee from services other than management consultancy viz. relating to accounting, audit and taxation, etc. will not be included.</p>	<p>Suitable certification by Statutory Auditors. In case the Bidder provides other services also, the fee from management consultancy services only will be considered.</p> <p>Relevant certificate from Statutory/ Tax Auditors will be required.</p> <p><b>(refer annexure 16)</b></p>	
6	The Bidder should not be owned or controlled by any Director or Employee (or relatives) of MeitY.	Self-Declaration by the Bidder on Company's letter head <b>(Annexure 8)</b>	
7	The Bidder should not have been penalized or found guilty in any court of law and the Institution/organisation shall not have been blacklisted / debarred by any Central Government Ministry/State Government/ any other regulatory authority. Further the bidder or any successor does not have any legal, civil, criminal, taxation and other cases pending against it that may have any impact affecting or compromising the delivery of the services required.	Self- Certification by the Bidder on Bidder's letter head to be provided. However, MeitY would have the right to independently verify the same. <b>(Annexure 9)</b>	
8	The company / firm and director / partners have not defaulted to any Government entity within the jurisdiction of India.	Self- declaration as per the format <b>(Annexure 7)</b>	
9	Ownership and nature of entity	Public, partnership, subsidiary etc.	
10	Income Tax returns for past three years.	IT Returns	
11	Board resolution (in case of company) or Power of Attorney authorizing the authorized signatory to sign on behalf of the Bidder.	Board resolution (in case of company) or Power of Attorney	

**Annexure 5 – Format for Relevant Engagements**

Please use the format below to provide information for which your firm was legally contracted for carrying out **assignments / research work / statistical analysis**.

(Use separate sheet for each client)

Type of the Client	Government/PSU / Other than Government	
Name of the Client		
Contact Details of senior Executive of the Client (Name, Contact No., email)		
Number of employees of the Client		
Number of professional staff provided for the assignments / research work / statistical analysis for the client		
Budget of the assignment (at least 50 lakh for each assignment)		
Duration of the assignment (in months) as per agreement:		
Start Date		
End Date		
Areas Covered in the assignment	Measurement framework for India's Digital Economy/ socio-economic parameters in India	Yes / No
	Statistical analysis on Digital Economy/Socio-economic parameters.	
	Formulation of Framework for estimation, measurement, and projection of socio-economic parameters in India.	
	Must have released Whitepapers on Digital Economy/ socio-economic parameters in India	Yes / No
	Defining strategy and KPI identification for policy makers and regulators to enhance socio-economic factors in India.	Yes / No

RFP for Estimation and Measurement of Digital Economy

Description of the assignment	
Impact achieved	

*Completion Letter / Reference Letter / email (Format given in **Annexure 6**) from relevant Senior Executive of the client to be attached for each engagement reference mentioned*

Signature of Authorized Person of Bidder

Full Name & Designation of Authorized Person

Date:

Seal of Bidder

**Annexure 6 – Format for Reference Letter / email from Client**

(On letterhead duly stamped and signed / official email id of the client)

Date: \_\_\_\_\_

**TO WHOM IT MAY CONCERN**

This is to certify that the following (Name of the University/Institution) has been engaged by us for **assignments / research work / statistical analysis** for (Caption of the assignment undertaken) for a period of \_\_\_\_\_ Months / years from \_\_\_\_\_ (Start date) to \_\_\_\_\_ (End Date) .

Name:  
Designation:

**Annexure 7– Declaration: No default on any project in jurisdiction of India**

(On letterhead of the Bidder duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM IT MAY CONCERN**

This is to certify that (Name of Bidder) has not defaulted under any of the contracts which we have entered with any other organization within the jurisdiction of India.

Name:  
Designation:  
Date:

**Annexure 8 – Declaration: No Ownership or Control of MeitY Employees (or relatives)**

(On letterhead of the Bidder duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM IT MAY CONCERN**

This is to certify that (Name of Bidder) is not owned or controlled by any Director or Employee (or Relatives) of MeitY.

Name:  
Designation:  
Date:

**Annexure 9 – Declaration: Not penalized or Found Guilty in any Court of Law**

(On letterhead of the Bidder duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM IT MAY CONCERN**

This is to certify that the (name of University/Institution) or any successor has not been penalized or found guilty in any court of law and the (University/Institution) or any successor has not been blacklisted / debarred by any Central Government Ministry / State Government / any other regulatory authority under:

- Prevention of Corruption Act, 1988 in last three years from bid submission date
- The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract in last two years from bid submission date

Further, this is to certify that (name of University/Institution) or any successor does not have any legal, civil, criminal, taxation and other cases pending against it that may have any impact affecting or compromising the delivery of services required.

Name:

Designation:

Date:



**Annexure 10 – Declaration: Number of Full Time professionals**

(On letterhead of the Institution/organisation duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE****TO WHOM IT MAY CONCERN \_\_\_\_\_**

This is to certify that the number of full-time professional/ staff engaged exclusively in Academic and consulting services or research projects in India at (Name of University/Institution) in the last three years have been as under:.

<b>Items</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>Average of 3 years</b>	<b>Current</b>
Total number of full time professional staff engaged.					

Name:  
Designation:  
Date:

## Annexure 11 – Technical Bid Format

The University/Institution should submit the Experience, Reports, Understanding, Approach, Strategy, Methodology, and Implementation Plan in one integrated document. The submission should highlight Institution/organisation's analysis of the current issues of MeitY and likely solutions to address these.

The approach and work plan should clearly highlight the implementation roadmap. It must also include the plan for transfer of knowledge and capability building for the employees of MeitY with clearly defined timelines, milestones and deliverables.

- 1. Relevant Experiences** - Documentary evidences are to be attached – Please refer **Annexure 5 and Annexure 6** for providing details and documentary evidence. The details of the relevant **assignments / research work / statistical analysis projects** started & completed within last 5 years and of value INR 50 lakh and above only are to be provided
- 2. Reports:** The University/Institutions should submit a 2000 words write-up (including diagrams, graphs, charts etc.) for each report the context and complexity of the project, key design challenges faced, formulated econometric models, primary survey done, data points and gaps identified, key deliverables and results achieved. Each case study to be graded basis the description provided by the University/Institutions

(3+2) marks per case study; 3 marks – to be awarded basis its relevance to the scope outlined in this RFP; 2 marks – relevant projects within Govt departments / State Governments and its organisations including Section 8 companies.

**Note:**

- Project showcased in Minimum Qualification criteria or in response to previous experience can be repeated.
- Start date must be within the last 5 years preceding the issue date of this RFP.
- Only completed projects.
- Each project must be INR 50 lakh or greater in fees payable to the University/Institutions / bidder at the time of award of the contract.

This excludes audit, taxation, transaction advisory, IT support / services, system integration projects

### 3 Understanding, Approach, Strategy, Methodology and Implementation Plan

The Context and complexity of the project, key design challenges faced, formulated econometric models, primary survey done, data points and gaps identified, key deliverables, results achieved and any other details as may be relevant.

## Team Deployment

The proposed team must possess the relevant qualification and experience and should be very proficient in the proposed work.

**NOTE: Please refer Annexure 13 – Format for CV** for providing resource details and their CVs.

## Presentation

The bidder will be required to deliver a presentation on the following:

- Literature review and methodologies on the estimation of digital economy size and measurement frameworks, both at the national and international level.
- Framework suitable for India's digital economy. This framework should include key performance indicators (KPIs), data sources, and methodologies for regular monitoring and evaluation.
- Estimation of the size of India's digital economy (GVA, etc.) and jobs under digital economy at two points of time, e.g. in the year of launching of Digital India programme and latest year of availability of data, make projections from current year i.e. FY2023-24 till FY2029-30, and conduct survey to obtain primary data.
- Statistical analysis and assessment of the impact of specific segments of the economy in contribution towards the digital GVA – directly and through induced effects, and attempt to capture the impact of e-commerce and emerging tech on the digital economy of India.
- Identification of the gaps in the estimation of India's digital economy.
- Policy recommendations for boosting the growth of the India's digital economy based on the estimates and findings.

**Annexure 12 – Financial Bid Format**

Sr. No.	Items	INR	
		In figures	In words
1.	Cost for Proposed work for 9 months		
2.	GST		
3.	Total Cost (All Inclusive)		

The cost shall be indicated inclusive of GST / Taxes. Actual GST / Taxes will be paid as per prevailing Government rates at the time of billing.

Signature of Authorized Person of Bidding University/Institution
Full Name & Designation of Authorized Person
Name of the Bidding University/Institution
Date:

## Annexure 13 – Format for CV

<b>Proposed Position for the Project</b>	
<b>Name of Resource:</b>	
<b>Date of Birth:</b>	dd/mm/yyyy
<b>Country of Citizenship / Residence</b>	
<b>Countries where the resource has worked</b>	
<b>Areas of expertise relevant to the RFP</b>	
<b>Overall Experience (In Total Years)</b>	
<b>Relevant Experience (In Total Years)</b>	<p>&lt;Please mention the details of Experience in Relevant Areas. Extra sheets may be attached, if required&gt;</p> <p>Name _____ of  Assignment: Year: _____  Location: _____  Client: _____  Main project features: _____ Position Held: _____ Activities Performed: _____</p>

**Education:**

Degree	University / Institution	Passing Year

**Employment record relevant to the assignment: -**

Period	Employing organization & resource title / position. Contact information for references	Country	Client Type (Government /PSU/Corporate)	Summary of activities performed relevant to the Assignment

**Language Skills:**

Languages	Speaking	Reading	Writing

**Contact information:** E-Mail, Mobile, Phone No. etc.

**Certification:**

I the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by MeitY.

Name of Resource:

Signature:

Date:

DD/MM/2023

Representative of the Bidder

Signature:

Date:

DD/MM/2023

**Annexure 14 – Integrity Pact**

**INTEGRITY PACT**

To,

Electronics Niketan  
6, CGO Complex Lodhi  
Road New Delhi –  
110003

Subject: Submission of Tender for the work.....

Dear Sir,

I/We acknowledge that MeitY is committed to follow the principle of transparency, equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender / bid document.

I / We agree that the Request for Proposal (RFP) is an invitation to offer made on the condition that I / We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the RFP.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence, when tender/bid is finally accepted by MeitY. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, MeitY shall have unqualified, absolute and unfettered right to disqualify the tenderer / Bidder and reject the tender / bid in accordance with the terms and conditions of the tender / bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the Bidder and same signatory competent / authorized to sign the relevant contract on behalf of MeitY.

## INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this.....day of .....20.....

BETWEEN

Ministry of Electronics and Information Technology (MeitY), Govt. of India, Electronics Niketan, Lodhi Road, New Delhi in the State of Delhi

(Hereinafter referred as “MeitY”, which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND

.....

.

(Name and Address of the Firm/  
Company

.....

Through (Details of duly Authorized  
signatory)

(Hereinafter referred to as the “Bidder/Contractor”, which expression shall, unless repugnant to the meaning or context here of include, its successors and permitted assigns)

MeitY and the Bidder/Contractor are collectively referred to as “parties” and individually referred to as “party”.

Preamble

WHEREAS MeitY has floated the Tender for (.....Name of Work) (Hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for hereinafter referred to as the “Contract”.

AND WHEREAS MeitY values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:



**Article 1: Commitment of the MeitY**

- 1) MeitY commits itself to take all measures necessary to prevent corruption and to Observe the following principles:
  - (a) No employee of MeitY, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) MeitY will, during the Tender process, treat all Bidder(s) with equity and reason. MeitY will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) MeitY shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If any information comes to the notice of MeitY on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, MeitY will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and forthwith report MeitY about all suspected fraudulent act or corruption or coercion or collusion of any person connected with the tender process which it has knowledge or becomes aware any time, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder/Contractor commits himself/itself to take all measures necessary to prevent corruption. He/it commits himself/itself to observe the following principles during his/its participation in the Tender process and during execution of the Contract:
  - a) The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of MeitY's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- b) The Bidder/Contractor shall not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by MeitY as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one bidder, he shall not be allowed to quote on behalf of another bidder along with the first bidder.
- e) The Bidder/Contractor will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder/Contractor will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the process to the detriment to the interests of MeitY.
- 5) The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against MeitY and/or other bidder(s)/contractor(s). Coercive practices mean the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to MeitY under law or the Contract or its established policies and laid down procedures, MeitY shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold MeitY's absolute right:

- 1) If the Bidder / Contractor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, MeitY at its discretion, is entitled to disqualify the Bidder/Contractor from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes after giving 14 days' notice to the contractor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by MeitY.  
. Such exclusion may be forever or for a limited period as decided by MeitY.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If MeitY has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), MeitY apart from exercising any legal rights that may have accrued to MeitY, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If any act/omission or conduct of a Bidder or contractor conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of MeitY, or if MeitY has substantive suspicion in this regard, MeitY shall be at liberty to inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding three years.
- 3) Without prejudice to any other legal rights or remedies available to MeitY under the relevant clauses of the tender document.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact.
- 2) MeitY will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) MeitY will disqualify Bidders, who do not submit, the duly signed Pact, along

with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6 - Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority,MeitY.

**Article 7 - Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of MeitY, who has floated the Tender, is located.
- 2) Changes and supplements need to be made in writing.
- 3) If the Contractor is a partnership, this Pact must be signed by all the partners. In case of a Company/LLP, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by MeitY in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8 - LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

**IN WITNESS WHEREOF** the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of MeitY)

..... (For and on behalf of University/Institution)

WITNESSES:

1.(Signature,nameandaddress)

2.(Signature,nameandaddress)

**Place:**

**Dated:**

**Annexure 15 - Performance Bank Guarantee Format**

**Bank Guarantee No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Re.: Bank Guarantee for PERFORMANCE**

WHEREAS \_\_\_\_\_, (hereinafter referred to as the "\_\_\_\_\_ or Supplier")  
\_\_\_\_\_ (hereinafter referred to as the nomenclature to be as per the "Purchase  
Order") with M/s. \_\_\_\_\_

\_\_\_\_\_, (hereinafter referred to as "\_\_\_\_\_") which expression shall unless repugnant to the context includes its successors, administrators, representatives, for Performance Bank Guarantee, as per the Purchase Order as per the requirements of the \_\_\_\_\_ at the price and on the terms and subject to the conditions contained in the said Purchase Order.

WHEREAS according to the terms of the said Purchase Order, \_\_\_\_\_ is required to provide a Performance Bank Guarantee in favour of the \_\_\_\_\_, for the due Performance and Warranty of the "\_\_\_\_\_" contained in the said Purchase Order being % of the Purchase Order price, in the form set out by the \_\_\_\_\_.

AND WHEREAS the \_\_\_\_\_, Supplier have requested the

\_\_\_\_\_ (hereinafter referred to as "Bank") which expression shall unless repugnant to the context include its successors to execute MeitY Guarantee for **Rs. \_\_\_/(Rupees \_\_\_\_\_ Only)** in favour of the \_\_\_\_\_ which MeitY has agreed to give:

**NOW THIS WITNESSETH AS FOLLOWS:**

In consideration of the said Purchase Order, we Bank do hereby unconditionally and irrevocably on behalf of

\_\_\_\_\_ undertake to pay the \_\_\_\_\_, merely on demand and without any protest, demur an amount of Rs. \_\_\_\_\_/(Rupees \_\_\_\_\_ Only) towards failure of Warranty and/or Guarantee and/or deficiency in (Purchase Order) undertaken by \_\_\_\_\_ as may be claimed by the \_\_\_\_\_.

The right of the \_\_\_\_\_, to recover from MeitY any amount not exceeding Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) with regard to their liability or the proceedings are pending before any Tribunal/Arbitrators/Court, with regard thereto or in connection therewith.

MeitY further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the Performance of the said Purchase Order and that it shall continue during its currency to be enforceable till all the dues of the, under or by virtue of the said Purchase Order have been fully paid and its claims satisfied and discharged or till the \_\_\_\_\_, or their duly authorised officer certifies that the terms and conditions of the said Purchase Order have been fulfilled by the said Supplier and the, discharges the guarantee or till expiry of MeitY Guarantee whichever is earlier.

Unless a demand under or regarding or in connection with this guarantee is made on MeitY in writing on or before **Expiry Date** \_\_\_\_\_ we shall be relieved and discharged from all liability under this i. thereafter guarantee er.

MeitY further agrees with the \_\_\_\_\_, that the \_\_\_\_\_, shall have the fullest liberty without MeitY's intimation and consent and without affecting in any manner, MeitY's obligations hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of Performance by from time to time or to postpone from any time or from time to time, any of the powers exercisable by the \_\_\_\_\_, against the said \_\_\_\_\_ and to forbear or enforce any of the terms and conditions relating to the Purchase Order and MeitY shall not be relieved, discharged or released from their liability by reasons of any such variations, or extension or postponement being granted to the \_\_\_\_\_ or for any forbearance, act or omission on the part of the \_\_\_\_\_ or any indulgence by the \_\_\_\_\_ to the \_\_\_\_\_ or by a

MeitY also agrees that \_\_\_\_\_, at its option shall be entitled to act as if MeitY are the debtors in respect of all \_\_\_\_\_ principal hereby guaranteed by claims against the \_\_\_\_\_ MeitY as aforesaid and the \_\_\_\_\_



Bank hereby expressly waive all their rights of suretyship and other rights and defence pleas to which MeitY as Guarantor and/or the \_\_\_ may be entitled to.

Subject to the maximum limit of the Bank's liability as aforesaid i.e. Rs./- (Rupees \_\_\_\_\_ Only) **Bank Guarantee No.:** \_\_\_\_\_, **Date:** \_\_\_\_\_ this guarantee will cover all \_\_\_\_\_, claim or claims from time to time arising out of or in relation to the said Purchase Order and in respect of which the \_\_\_\_\_, demand or notice is made on MeitY or before the date of expiry of this guarantee.

This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees thereto for given to the \_\_\_\_\_, by MeitY (whether jointly with other or severally) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

This guarantee shall not be affected by any change, substitution, alteration or modification in the constitution of the \_\_\_\_\_ or MeitY nor shall it be affected by any change in the \_\_\_\_\_, constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated/reconstructed, \_\_\_\_\_ or concern.

It shall not be necessary for the, to proceed against the \_\_\_\_\_ before proceeding against MeitY and the guarantee herein contained shall be enforceable against MeitY notwithstanding any security which the \_\_\_\_\_, may have obtained or obtain from the \_\_\_\_\_ at any time not exceeding the validity period of the guarantee or when proceedings are taken against MeitY hereunder be outstanding or realized.

MeitY lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the \_\_\_\_\_, in writing.

Notwithstanding anything contained herein above the liability under this guarantee is restricted to a sum not exceeding Rs. \_\_\_\_\_/- (Rupees Only). The guarantee shall remain valid till **Expiry date.**

\_\_\_\_\_. Unless a demand under this guarantee is received by MeitY or before **(One Year)**, all the rights of the \_\_\_\_\_, under this guarantee shall be forfeited and MeitY shall be released and discharged from all liabilities hereunder irrespective of whether or not the original Bank Guarantee is returned to us....

At , this

For \_\_\_\_\_ Bank Ltd  
\_\_\_\_\_ Branch

**Authorized**

**Signatory**

**Annexure 16 – Average Annual Turnover**

(Endorsed by Authorized Chartered Accountant / Company Secretary)

**DECLARATION-CUM-CERTIFICATE****TO WHOM IT MAY CONCERN**

In INR Crores

Items	2020-21	2021-22	2022-23	Average Annual Turnover
Minimum Average Annual Turnover from professional fee from Consulting assignments in the last three financial years 2022-23, 2021-22, and 2020-21 not less than INR 10 crore and Minimum Average Annual Turnover from professional fee from similar assignments, in the last three financial years 2022-23, 2021-22, and 2020-21 should not be less than INR 1 crore.				

The Average Annual Turnover by \_\_\_\_\_ (name of the bidder) \_\_\_\_\_ during, 2020-21, 2021-22, 2022-23 from services rendered is Rs. .... (in words) .....  
 .....only.

Name:  
 Designation: D  
 ate: