

RFQ No. W-37/2/2019-IPHW-MeitY

**Request for Quotation (RFQ) for Third Party
Evaluation of Modified Special Incentive Package
Scheme(MSIPS)**

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1. Introduction.....	2
2. Modified Special Incentive Package Scheme.....	3
3. Purpose of RFQ.....	5
4. Agencies Eligible to Participate in the Bidding Process.....	7
5. Payment Schedule.....	7
6. Scope of Work.....	7
7. Deliverables and timelines.....	8
8. Earnest Money Deposit (EMD).....	8
9. RFQ Proposal Preparation Costs & Related Issues.....	9
12. Queries.....	10
13. Responses to Queries and Issue of Corrigendum.....	10
14. Submission /Completeness of Response.....	10
15. Venue and Deadline for Submission.....	11
16. Evaluation and Selection Process.....	12
17. Terms of References.....	13
17. Clarifications and amendments.....	13
18. General Conditions of Contract (GCC).....	15
Annexure 1: Covering Letter (on Letterhead of the Agency).....	23
Annexure 2: Format for Technical Proposal.....	24
Annexure 3: Financial Proposal.....	26

1. Introduction

Electronics industry is the world's largest and fastest growing industry and is increasingly finding applications in all sectors of the economy. The National Policy on Electronics 2012 (NPE 2012) envisioned creating a globally competitive Electronics System Design and Manufacturing (ESDM) industry to meet the country's needs and to serve the international market.

The Government of India attaches high priority to electronics hardware manufacturing and it is one of the important pillars of both "Make in India" and "Digital India" programmes. Implementation of the Schemes/ Programmes under the aegis of the National Policy on Electronics 2012 (NPE 2012) has successfully consolidated the foundations for a competitive Indian ESDM value chain. However, the sector continues to face many challenges. Most of the electronic products are importable at zero Basic Customs Duty under the Information Technology Agreement (ITA). In addition, major Free Trade Agreements (FTAs)/ Preferential Trade Agreements Comprehensive Economic Cooperation Agreements (CECAs) etc. have also provided for concessional tariff/ zero duty to electronic products. This has led to global competition for domestic industry. On the other hand, electronics manufacturing in the country suffered from various disabilities including poor infrastructure, higher cost of finance, power issues etc.

2. Modified Special Incentive Package Scheme(M-SIPS)

2.1 To offset disability and attract investments in Electronic manufacturing, Modified Special Incentive Package Scheme (M-SIPS) was notified on 27.7.2012. M-SIPS aimed to promote large-scale manufacturing in the ESDM sector by providing a special incentive package across the value chain including manufacturing of final product. The incentives were to partially offset the disabilities faced by domestic ESDM industry due to factors like higher cost of power, finance, logistics, fragmented location of industry etc. and thereby reduce the viability gap faced by the units manufacturing in India. The scheme provided 20 % of capex subsidy for units located in SEZ areas and 25% of capex subsidy for units located in nn-SEZ areas. The scheme was applicable for both new and expansion projects. The investments were considered for 10 years from the date of approval of the project. The incentives were available for 29 selected electronic products categories/ verticals. Units across the value chain starting from raw materials including assembly, testing, packaging and accessories of these products and their chips, components are included. The threshold of investment for each project was prescribed. The thresholds vary from Rs 1 crore for manufacturing of accessories to Rs 5000 crore for memory semiconductor wafer fabrication unit. The overall financial ceiling under the Modified SIPS was initially limited to Rs 10,000 crore during the 12th five year plan. All incentives were provided on reimbursement basis. The policy provided for an inter-ministerial Appraisal Committee to evaluate investment applications. Based on the recommendation of Appraisal Committee, approval of Competent Authority is obtained. The Competent Authority is determined on the basis of incentive that is proposed to be given.

2.2 The scheme was opened to receive applications for 3 years i.e. till 26-07- 2015. For giving a big boost to electronics manufacturing in the country and to accelerate the investments in electronics manufacturing, in July 2015, the Government approved the extension of the scheme along with the few procedural simplifications and expansion of scope to include 15 more verticals. The procedural simplifications approved by the government were, namely, allowing M-SIPS incentives from the date of submission of application and not from the date of approval, disbursement of incentives on a quarterly basis as against annual basis under the earlier scheme, and allowing the benefits of MSIPS to be availed in any part of the country as against only in notified areas etc. The Revised MSIPS policy was notified on 03-08-2015.

2.3 Further, in January, 2017, in order to expedite investments approved certain amendments in the scheme. The amendments were notified on 30-01-2017. The salient features of these amendments were:

The applications will be received under the scheme upto 31st December 2018 or till such time that an incentive commitment of Rs 10,000 crore is reached, whichever is earlier. In case the incentive commitment of Rs 10,000 crore is reached before 31.03.2018, a review by CEO, NITI Aayog will be held to decide further financial commitments based on need for further continuation of the scheme. For new approvals, the incentive under the scheme will be available from the date of approval of a project and not from the date of receipt of application. The incentives will be available for investments made within 5 years from the date of approval of the project. Approvals will normally be accorded to eligible applications within 120 days of submission of the complete application. A unit receiving incentives under the scheme, will provide an undertaking to remain in commercial production for a period of at least 3 years. The Appraisal Committee recommending approval of project will be chaired by Secretary, Ministry of Electronics and IT. A separate Committee headed by Cabinet Secretary and comprising of CEO, NITI Aayog, Secretary Expenditure and Secretary, MeitY will be set up in respect of mega projects, envisaging more than Rs. 6850 crore (approx. USD 1 Billion) investment on a case to case basis.

2.4 **Review of MSIPS by CEO, Niti Aayog :** In September, 2017, a review of M-SIPS was conducted by CEO, Niti Aayog. CEO Niti Aayog, after review mentioned that MSIPS scheme is hugely successful scheme and the sector requires continuous push and therefore MSIPS needs to be continued till 31-12-2018. As per the recommendation of CEO, Niti Aayog, the scheme was kept open to receive new applications till 31-12-2018.

2.5 The M-SIPS requires applicants to submit applications with full Financial Closure (details of tied up funds) for the project they propose to execute. The Financial Closure for a project, however, can be given in phases. Further the applicant should either have the ownership of land or it should be minimum 10 years lease.

2.6 There was initially lukewarm response to the scheme. However, with launch of Make-in-India and Digital India programmes of the Government, interest in investment in electronics manufacturing was revived after nearly two decades. Global multinationals and Indian companies have restarted investment in electronics manufacturing with

investments in electronics manufacturing witnessing a quantum jump Mobile manufacturing has particularly witnessed remarkable growth. As many as 268 new mobile manufacturing factories have started operations since April 2015. The production of mobile phones has grown from Rs 18,900 crore in 2014-15 to Rs 1,70,000 crore in 2018-19).

2.7 Status of applications in MSIPS:

407 applications with proposed investment of Rs 1,09,768 crore are under consideration, Out of which, 233 applications have been approved. Incentives of Rs 836 crore have been disbursed against 89 claims.

2.8 Suggested reading publication for detailed understanding:

<https://meity.gov.in/esdm/incentive-schemes>

3.0 Purpose of RFQ

3.1 The purpose of this RFQ is to select an agency for third party evaluation of Modified Special Incentive Package Scheme(M-SIPS). The objective of this document is to provide indicative information about the scope and objectives; payment terms, terms and conditions and parameters for selection of the agency on a TURNKEY BASIS.

3.2 Critical Information

Applicants are advised to study this RFQ document carefully before submitting their proposal. Submission of a proposal in response to this RFQ shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

3.3 Applicants eligible as per criteria will be shortlisted based on the information/proofs provided by them. The shortlisted agency(ies) will be invited to make a presentation to the Evaluation Committee. The notice for shortlisting of agencies for presentation will be intimated individually and will be uploaded on the website www.meity.gov.in.

3.4 Proposal must be submitted at **the Vandana Srivastava, Director, Room no. 3087, 3rd Floor, Electronics Niketan, MeitY, New Delhi-110003** in one master sealed envelope marked as “Proposal for Third Party Evaluation of Modified Special Incentive Package Scheme(M-SIPS).,” containing the ‘Technical Proposal’ and ‘Financial Proposal’ in two separate sub-envelopes. The name and contact details of the agency should be clearly indicated on all the envelopes.

3.5 Applicants are requested to follow the timelines mentioned below:

Sr.	Information	Details
i	RFQ No. and Date	W-37/2/2019-IPHW-MeitY dated 31.12.2019
ii	Last date for submission of written queries from agencies for clarifications. <u>It may kindly be noted that written queries are to be submitted by e-mail/post only. No phone call will be entertained.</u>	4 days from publication of RFQ Vandana Srivastava, Director, Room no. 3087, 3 rd Floor, Electronics Niketan, MeitY, New Delhi-110003 e-Mail ID: vandana.srivastava@meity.gov.in
iii	Release of response to clarifications on www.meity.gov.in	6 days from publication of RFQ
iv	Last date (deadline) for submission of RFQ Proposal	10 days from publication of RFQ
v	Addressee and Address at which proposal in response to RFQ notice is to be submitted	Vandana Srivastava, Director, Room no. 3087, 3 rd Floor, Electronics Niketan, MeitY, New Delhi-110003 e-Mail ID: vandana.srivastava@meity.gov.in
vi	Opening of RFQ Proposal for Technical Presentation	10 days from publication of RFQ
vii	Presentation on RFQ Proposal by the agency(ies)	will be intimated & notified at www.meity.gov.in
viii	Selection of agency	will be intimated & notified at www.meity.gov.in

4 Agencies Eligible to Participate in the Bidding Process

- i. Indian Institute of Public Administration (IIPA), New Delhi;
- ii. Administrative Staff College of India (ASCI), Hyderabad
- iii. Center for Good Governance (CGG), Hyderabad
- iv. Wipro;
- v. Grant Thornton;

5 Payment Schedule

Milestone	Deliverable	% of release
First	Submission of raw and validated data and, preliminary presentation made	40% of total Work Order Value
Second	Acceptance of draft report by MeitY	30% of total Work Order Value
Three	Acceptance of final report by MeitY	30% of total Work Order Value

6 Scope of Work

- i. Conducting stakeholder consultations like already approved applicants under M-SIPS, Industry Associations/Industry etc. with respect to the implementation procedures and timelines, document requirements, bottlenecks, ease of doing business, further suggestions etc.
- ii. Conducting site visit to the existing M-SIPS applicants wherever felt necessary to assess the ground level situation of manufacturing and investment.
- iii. To assess the means of finances adopted by various companies for implementation of project.
- iv. To access the issues/ constraints faced by M-SIPS companies in implementation of the projects.
- v. To access the issues/ constraints faced by M-SIPS companies in getting incentives from Ministry.
- vi. To assess and comment upon the employment generation, typical land and technologies requirements and domestic value addition of the projects.
- vii. To assess the current implementation mechanism and suggest measures for improvement of existing implementation procedures.
- viii. To suggest future roadmap, programs/schemes/interventions from Government to address the manufacturing needs of the electronics industry.

7. Deliverables and timelines:

The deliverables from the agency will be following:

- i. Interim Impact Assessment Report with recommendations and way forward (within 60 days from date of issue of work order).
- ii. Final Impact Assessment Report to be submitted within 15 days from the date of submission of Interim Report.
- iii. The agency will be required to make detailed presentation to MeitY on Interim as well as on final report.
- iv. The report will have to be submitted under the seal and signature of the competent authority.

8.0 Ernest Money Deposit (EMD)

- 8.1 Bidders shall submit, along with their Bids, EMD of Rs. 50,000/- (Rupees Fifty Thousand Only) either in the form of a Demand Draft issued by any scheduled commercial bank in favor of P & Accounts, Ministry of Electronics & IT payable at New Delhi, (valid for 3 months from the due date of the tender/ RFQ) or through Bank Guarantee of equivalent amount from any scheduled commercial bank. EMD of all unsuccessful bidders would be refunded by MeitY without any interest within 1 month of the final selection. The EMD, for the amount mentioned above, of successful bidder would be retained till the submission of Performance Bank Guarantee.
- 8.2 EMD is to be kept in the envelope alongwith the cover letter. Application without EMD will be rejected. EMD shall be returned to unsuccessful applicant after selection process is over except for the selected agency.
- 8.3 The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- 8.4 The EMD may be forfeited if a bidder withdraws its bid during the period of bid validity or declines to accept the work order of MeitY.
- 8.5 EMD for MSME Enterprises will be exempted, as per Rule 170 of GFR 2017, on submission of documentary proof.

9.0 RFQ Proposal Preparation Costs & Related Issues

- 9.1 The Applicant is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by MeitY to facilitate the evaluation process. MeitY will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFQ process.
- 9.2 All materials submitted by the Applicants will become the property of MeitY.

10.0 Queries

- 10.1 Any enquiry/clarification from the prospective Applicants, related to this RFQ, must be directed in writing via email or by post exclusively (as per the deadline) to the contact person notified in this RFQ document. Telephone calls will not be accepted. In no event will the MeitY be responsible for ensuring that Applicants' enquiries have been received by MeitY. The queries by the Applicants will be provided in the following format via MeitY website.

S No.	Page	Section	Sub Section	Clause of the RFQ on which Clarification required	Clarification Required

- 10.2 Clarification will be notified on the MeitY website (www.meity.gov.in).

11.0 Responses to Queries and Issue of Corrigendum

- 11.1 After publication of this RFQ, the MeitY will begin accepting written queries from the applicants. The MeitY will endeavor to provide timely response to all queries. 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 applicants. The responses to the queries from all Applicants will be posted online on www.meity.gov.in only.
- 11.2 At any time prior to the last date for receipt of RFQ, MeitY may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFQ Document by a Corrigendum. The Corrigendum (if any) & clarifications to the queries from all applicants will be posted online at the www.meity.gov.in only. Any such corrigendum shall be deemed to be incorporated into this RFQ.
- 11.3 In order to provide prospective applicants reasonable time for taking the corrigendum into account, MeitY may, at its discretion, extend the last date for the receipt of RFQ Proposals.

12.0 Submission /Completeness of Response

- 12.1 Applicants are advised to study all instructions, forms, requirements and other information in the RFQ documents carefully.
- 12.2 The response to this RFQ should be full and complete in all respects. Failure to furnish all information required by the RFQ documents or submission of a proposal not substantially responsive to this document will be at the Applicant's risk and may result in rejection of its Proposal.

- 12.3 Bidders shall submit responses (referred to as 'Proposal' herein) in duplicate to the contact person mentioned in the RFQ. The list of documents to be submitted as part of proposals as given in the RFQ.
- 12.4 The application shall be submitted in a sealed master envelope and superscripted "Proposal for Third Party Evaluation of Modified Special Incentive Package Scheme(M-SIPS)" This master envelope should contain:
- **Cover Letter (ref Annexure 1)**
 - **EMD**
 - **Sub Envelope 1 (containing the following):**
 - Technical Proposal (ref Annexure 2)
 - Copy of RFQ duly signed by the authorized signatory of Agency (on each Page).
 - A non-rewriteable CD containing scan copy of the documents submitted within the envelope. CD media must be duly signed using a Permanent pen Marker and should bear the name of the applicant agency.
 - **Sub Envelope 2 (containing the following):**
 - Financial Proposal (ref annexure 3).
- 12.5 The envelopes shall indicate the name, address, telephone number, e-Mail ID and fax number of the Applicant.
- 12.6 Applicants shall submit all the required documents as mentioned in the RFQ including various Annexures. It should be ensured that various formats mentioned in this RFQ should be adhered to and no changes in the format will be accepted.
- 12.7 The document must contain the list of contents with page numbers and shall be initialed by the Authorized Representative of the Applicant on each page.
- 12.8 Applicant must ensure that the information furnished by him/her in respective CDs is identical to that submitted by him in the original paper. In case of any discrepancy observed by MeitY in the contents of the CDs and original paper, the information furnished on original paper will prevail over the soft copy.
- 12.9 RFQ document submitted by the Applicant should be concise and contain only relevant information as required.

13.0 Venue and Deadline for Submission

- 13.1 Proposals must be received at the address specified before the scheduled time. Beyond this no proposal will be accepted by MeitY and returned unopened to the Applicant.
- 13.2 MeitY shall not be responsible for any postal delay or non-receipt/ non-delivery of the RFQ proposal. No further correspondence on the subject will be entertained.

- 13.3 The RFQ proposal submitted by telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 13.4 MeitY reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments. .

14.0 Evaluation and Selection Process

- 14.1 MeitY will constitute an Evaluation Committee to evaluate the RFQ Proposals.
- 14.2 Any attempt by applicant to influence the RFQ process at any stage may result in the rejection of its Proposal.
- 14.3 The MeitY shall call all the agencies for technical presentation to the Evaluation Committee.
- 14.4 Technical Presentation Evaluation criteria (Max 25 marks) are as under:

•Expertise & experience	02
•Understanding of the assignment	10
•Approach & methodology	03
•Field plan, timelines including Risk assessment & mitigate measures	07
•Resource deployment	03

- Commercial Bids will be opened in the presence of the Bidders who choose to be present. All concerned will be informed individually. The selection of agencies will be done based on weightage of **25** (Technical Presentation): **75** (Financial).
- Lowest financial proposal would be given 100 marks in financial evaluation and, other financial quotes will be ranked on pro-rata based i.e marks will be reduced by the same percentage as the cost of their proposal is higher than that of the lowest cost Proposal.
- The technical and financial score will be combined considering the above weightage and ranked accordingly. The final selection will be done to the agency who secure rank 1 (one).
- On acceptance of Bid for awarding the Work, MeitY will notify the successful Bidder in writing that their Bid has been accepted. MeitY will issue a Work Order to the successful Bidder which need to be accepted and submitted a signed copy by the Successful Bidder with 10% of Performance Bank Gurantee (PBG).
- The decision of the MeitY in the evaluation of responses to the RFQ shall be final. No correspondence will be entertained outside the evaluation process.
- The MeitY reserves the right to reject any or all proposals.

Terms of References

15.0 Clarifications and amendments

15.1 Amendments in RFQ Document

At any time prior to deadline for submission of proposal, MeitY may for any reason, modify the RFQ Document. The prospective Applicants having received the RFQ Document shall be notified of the amendments through website (www.meity.gov.in) and such amendments shall be binding on them.

15.2 Disqualifications

15.2.1 MeitY may terminate the RFQ process at any time and without assigning any reason. MeitY makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFQ does not constitute any offer by MeitY. The applicant's participation in this process may result in short listing the agency(ies). MeitY may at its sole discretion and at any time during the evaluation of Proposal, disqualify any agency, if the agency has:

- i. Submitted the proposal documents after the response deadline;
- ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility/technical requirements;
- iii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- iv. Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- v. Failed to provide clarifications related thereto, when sought;
- vi. Submitted more than one Proposal;
- vii. Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted.

15.3 Pre Proposal Queries

The prospective Applicant, requiring any clarification on RFQ Document may notify the same in the form of written query to the MeitY by email/post within specified timeline. MeitY response as well as the clarifications sought (including an explanation of the query but without identifying the source of inquiry) will be uploaded to the MeitY website (www.meity.gov.in) only for all the prospective applicants.

15.4 Preparation of Proposal

The Agency/Applicant shall comply with the following related information during preparation of the Proposal-

- 15.4.1 The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- 15.4.2 The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the duly authorized person(s) of the agency to bind the Applicant to the contract. The latter authorization shall be indicated by written power of attorney and shall accompany the Proposal.
- 15.4.3 In addition to the identification, the covering letter shall indicate the name and address of the agency to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
- 15.4.4 Proposals received by facsimile/e-mail/fax shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposals shall be taken as valid.
- 15.4.5 Agencies are not permitted to modify, substitute, or withdraw proposal after its submission.

15.5 Submission, Receipts and Opening of Proposals

All the proposals must be enclosed in sealed envelope as per instructions. During the course of evaluation of Proposal, as well as during the period of contract, the NeGD has the right to carry out a due diligence in a fashion relevant to understand the facts.

15.6 Deadline for submission of Proposals

Proposals from Applicants, complete in all respects must be received by MeitY at the address and date specified in the RFQ Document.

16.0 General Conditions of Contract (GCC)

16.1 Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFQ Document or Contract Agreement, the interpretation of the MeitY shall be final and binding on the Agencies.

16.2 Earnest Money Deposit (EMD)

An EMD amounting to Rs 50,000/- (Rupees Fifty Thousand Only) shall be retained by the MeitY for the selection processes duration. No interest will be payable to the agency on the amount of EMD. The EMD will be returned to unsuccessful applicants after completion of selection process. The EMD may be forfeited:

- 16.2.1 If an applicant withdraws his proposal or cancels agreement of selection.
- 16.2.2 In case successful applicant fails to sign the agreement for any reason not attributable to MeitY.
- 16.2.3 During the process, if an applicant indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of evaluation/finalization.
- 16.2.4 If any information is found to be wrong/manipulated/hidden in the proposal information.
- 16.2.5 The decision of MeitY regarding forfeiture of the EMD amount and rejection of proposal shall be final and binding to the applicant.

16.3 Performance Bank Guarantee

- 16.3.1 The successful agency, at its own expense, shall deposit with MeitY, within a week of accepting the Work Order for any assigned work, an unconditional and irrevocable Performance Bank Guarantee (PBG) of equivalent to 10% of total work award value from a nationalized bank with lien marked to Ministry of Electronics and IT.
- 16.3.2 The PBG will be payable on demand, for the due performance and fulfilment of the agreement and be valid beyond three months from the expiry of the duration of any assigned work.

16.4 Validity of Proposals

Proposals shall remain valid for 120 days. A proposal valid for shorter period may be rejected as non-responsive. MeitY may solicit the Agency's consent to an extension of Proposal validity (but without the modification in Proposal).

16.5 Right to Accept Proposal

Meity reserves the right to accept or reject any or all Proposal, and to annul the proposal process and reject all proposals at any time prior to final selection, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant(s) of the grounds for such decision.

16.6 Conflict of Interest

Meity requires that Agencies provide professional, objective, and impartial advice and at all times hold the **Meity**'s interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

16.7 Confidentiality

Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any agency or any other persons not officially concerned with such process until the selection process is over. The undue use by any agency of confidential information related to the process may result in rejection of its Proposal. Except with the prior written consent of the **Meity**, the Agencies and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

16.8 Fraud & Corruption

The agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to **Meity**'s interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. **Meity** requires that Agency selected through this RFQ process must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, **Meity**, defines, for the purposes of this provision, the terms set forth as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of **Meity** or any personnel of Agencies in contract executions.
- (ii) "Fraudulent practice" means erroneous presentation of facts, in order to influence a procurement process or the execution of a contract, to **Meity**, and includes collusive practice among agencies (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive **Meity** of the benefits of free and open competition;
- (iii) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the **Meity**.

(iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

- 16.8.1 Will reject a proposal for award of work, if it determines that the agency recommended for award, has been determined by MeitY to having been engaged in corrupt, fraudulent, unfair trade practices or coercive practice.
- 16.8.2 MeitY will cancel the work order of the agency, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.
- 16.8.3 Will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

16.9 Relationship between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "MeitY" and "the applicant". No partnership shall be constituted between MeitY and the applicant by virtue of this selection nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other selection a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.

16.10 Standards of Performance

The Agencies shall perform the services and carry out their obligations under the Contract/agreement with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agency(ies) shall always act in respect of any matter relating to this contract as faithful advisor to MeitY. The Agency(ies) shall always support and safeguard the legitimate interests of MeitY in any dealings with the third party. The Consultant/ Agency(ies) shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Agencies shall conform to the standards laid down in RFQ Document in totality.

16.11 Delivery and Disclosures

As per the time schedule agreed between the Parties for the assignment given to the selected Agency(ies), the Agency(ies) shall submit all the deliverables on due date as per the delivery schedule. The Agencies shall not without the MeitY's prior written consent disclose the Contract, drawings, specifications, plan, pattern, samples to any person other than an entity employed by MeitY for the performance of the Contract. In case of termination of the Contract all the document used by the Agencies in the execution of project shall become property of MeitY.

16.12 Right to Change the Orders

MeitY may at any time before completion of work under project awarded to the Agency, change the work content by increasing/reducing the quantities of the services by 20%, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the Agencies will have to perform the service in the increased/decreased quantity at the same Work Order rates within the time stipulated for providing services to MeitY.

16.13 Agencies Personnel

The Agency(ies) shall employ and provide qualified and experienced personnel as required to perform the services under the project assigned by MeitY and who have adequate experience in the domain related to the project. It is desirable that for domain-related projects, the Agency(ies) must deploy the services of Domain Specialists, on a case to case basis, to work on the Project effectively.

It is desirable that all the professionals indicated in the team composition be available and work effectively till the completion of the project. Any change in the team composition must be intimated in writing (only post & e-mail) to JS(Electronics), MeitY and consent of the MeitY should be taken for the same.

In case of any change in the team composition (due to any reason, internal or resignation by any member or leave etc) the agency will be responsible in replacing/hiring/deploying another professional with a similar profile & experience submitted with the proposal in consultation with JS(Electronics), MeitY immediately. If JS(Electronics) feels that manpower provided by the agency is not upto the mark, Agency will be liable to change the manpower with derived skill personals immediately.

NeGD may enquire from the employers mentioned in the CV of professionals about their profile to validate the information.

The agency may face legal action if:

- 16.13.1 any wrong/false information is found about the professional(s)
- 16.13.2 any professional is found to be unavailable during the project duration.

16.14 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

16.15 Intellectual Property Rights

- 16.15.1 No services covered under the Contract shall be sold or disposed by the Agency(ies) in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agency(ies) shall indemnify the NeGD, MeitY & related Project Owner from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agency(ies), MeitY shall be defended in the case of any proceedings which may be brought in that connection.
- 16.15.2 The copyright of all content created under this contract shall be owned by MeitY and the agencies will not utilize this anywhere else and/or for any other work/organization without the explicit written permission of MeitY.
- 16.15.3 The evaluation study, collected data in both raw as well as processed format, data analysis, reports, case studies and any other intellectual property/ deliverable prepared and submitted by the Agency/ies in relation to the Project shall be and remain the property of the Ministry of Electronics and Information Technology MeitY, and MeitY shall be the sole owner of all intellectual property rights in such deliverables. The agency(ies) shall deliver all the documents/deliverables to MeitY, together with a detailed inventory thereof, prior to termination or expiration of the project. The Agency(ies) shall not use these documents for any purpose other than related to the project without the prior written approval from MeitY.

16.16 Governing Language

All correspondences and other documents pertaining to this selection process, which are exchanged between the parties, shall be written in the English Language.

16.17 Assignments

It is expected that the agencies will complete the assignments on their own. However, the agency may outsource a part of the project (e.g. data collection etc), to perform its obligation under the Contract/agreement, with prior approval from **MeitY**. It may kindly be noted that the outsourcing is allowed with the condition that the selected/lead/main agency will be responsible for all deliverables under the contract and **MeitY** will not be liable for any dispute between the parties.

The lead agency will be responsible for all the projects deliverables. The lead agency will be responsible to attend/participate in all the required meetings (called by **MeitY**, Project Owner) even in short period notice. No excuse will be entrained for absence or/and to postpone the meetings.

16.18 Performance Assessment & Liquidated Damages

If during execution of the assignment, following problems are found, then a penalty of 2.0% of the Contract value per week (subject to maximum of 30%) may be imposed by **MeitY**:

- 16.18.1 Delays in deliverables.
- 16.18.2 Not assigning adequate resources in time.
- 16.18.3 Not engaging resources on a dedicated basis, even when required.
- 16.18.4 Assigning resources that do not meet the client's requirements.
- 16.18.5 Inadequate interaction with the client department/stakeholders.
- 16.18.6 The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable.
- 16.18.7 If any of the services by the Agency(ies) fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interaction with MeitY), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Agencies and MeitY decides to abort the contract/agreement because of such failure, then a sum up to 50% of the value of the contract shall be recovered from the Agency(ies). This shall be without prejudice to other remedies available under law and this agreement with MeitY.
- 16.18.8 If the delay is beyond 4 weeks then MeitY may annul the assignment and shall be free to get it done from other Agency(ies) at the risk and costs of the appointed agencies. MeitY may debar and blacklist the Agency for applying in its future bid process also.

16.19 Suspension

MeitY may, by written notice to Agency(ies), suspend all payments to the Agency(ies) hereunder, if the Agency(ies) fails to perform any of its obligations under the Contract including the carrying out of the services, provided that such notice of suspension-

- 16.19.1 Shall specify the nature of failure
- 16.19.2 Shall request the Agencies to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agencies of such notice of failure

16.20 Termination

MeitY reserves the right to withdraw/terminate the order/assignment in any of following circumstances -

- 16.20.1 Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
- 16.20.2 Information provided to MeitY is found to be incorrect
- 16.20.3 Work Order conditions are not met within the specified time period
- 16.20.4 Misleading claims about the experience/expertise/organization status are made
- 16.20.5 Clear evidence is received that there is breach of copyright.
- 16.20.6 No consequential damages shall be payable to the Agencies in the event of such termination.

16.20.7 If the agency does not execute the contract/agreement as per the terms and conditions of the tender then the MeitY may invoke any or all of the clauses (Forfeit the Performance Guarantee Amount; terminate the work order/agreement)

16.21 Force Majeure

Notwithstanding anything contained in the RFQ Document, the Agencies shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Agencies and not involving the Agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the MeitY, regarding Force Majeure shall be final and binding on the Agencies.

If a Force Majeure situation arises, the Agencies shall promptly notify to the MeitY in writing, of such conditions and the cause thereof. Unless otherwise directed by the MeitY in writing, the Agencies shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16.22 Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract/agreement.

16.23 Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause 'Resolution of Disputes' of GCC shall become applicable.

16.24 Resolution of Disputes

In the case dispute arising between the MeitY and the Agencies, which has not been settled amicably, the Agencies can request the MeitY to refer the dispute for Arbitration under Arbitration Act, 1996. Such disputes shall be referred to Arbitral Tribunal. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-actment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings will be held in India at Delhi and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the **MeitY** and the Agencies. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

16.25 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Delhi, India only.

16.26 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice ,request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Work Order/Contract Agreement.

16.27 Other

- 16.27.1 The agencies may be required to work with or work for line Ministries/ Departments of Central/ State government or any other agency assigned by MeitY as and when required.
- 16.27.2 NeGD may assign the additional work/similar nature of work to the agency at the selected financial quote.

Annexure 1: Covering Letter (on Letterhead of the Agency)

<<Location, Date>>

To,
 The Joint Secretary(Electronic),
 IPHW Division,
 Electronics Niketan, 4th Floor, 6 CGO Complex,
 New Delhi 110003

Dear Sir,

We, the undersigned, offer to provide the services for **third party evaluation of Modified Special Incentive Package Scheme(M-SIPS)**. Our correspondence details with regard to this RFQ are:

No.	Information	Details
1	Name, designation, address of the person to whom, all references shall be made, regarding this RFQ No.	< Insert details of Contact >
2	Telephone number of the Contact Person.	< Insert Phone No. >
3	Mobile number of the Contact Person	< Insert Mobile No. >
4	Fax number of the Contact Person	< Insert Fax No. >
5	e-Mail ID of the Contact Person	< Insert Email. >
6	URL of Organization/Agency website	< Insert Website URL. >
7	Validity of Proposal	120 days

We are hereby submitting our Proposal for RFQ in both printed format (2 copy) in prescribed format and, as a soft copy in a non-writable CD. We understand you are not bound to accept any Proposal you receive.

We also confirm that as on date our agency is not declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favours our company in the short listing process, we are liable to be dismissed from the RFQ selection process or termination of the contract during the project.

We agree to abide by the conditions set forth in this RFQ.

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

Sincerely,

< Authorized Signatory >
 < Full Name & Designation >
 < Agency's seal >

Annexure 2: Format for Technical Proposal**Section A**

Sr.	Information Sought	Details to be Furnished
1.	Name of the Agency	
2.	Registered address of Agency	
3.	Head of Agency: Name, Designation, e-Mail ID, Phone no. Fax no. Mobile	
4.	GST, Service Tax & PAN no.	
5.	Address of Head Office	
6.	No. of Regional Offices (Other than Head Office)	No.
7.	Complete Address of regional office(s) with contact details (Phone, Fax, e-mail etc)	1. 2. n.
8.	Financial turnover (in INR)	<ul style="list-style-type: none"> • 2018-19: • 2017-18: • 2016-17:
9.	Total no. of employees	<p>No.</p> <p>(Please provide the list of employees with details in format given below*)</p>

Section B

- **Details of** organizational experience in the area of evaluation of e-Governance/ICT projects / Policy and Sector Development Work to maximum of **ONE** A4 page.
- **Understanding of the assignment and objective** (maximum of **THREE** A4 pages)
- **Approach and Methodology:** Evaluation approach, framework/evaluation, indicators/information areas; sampling and sample locations; analysis plan etc (maximum of **FIVE** A4 pages)
- **Work plan** approach with respect to deliverables and timeline (maximum of **TWO** A4 pages)- Mention deliverables on week basis. The agency shall propose/justify the activities, content and duration, and interrelations, resource planning to be deployed and delivery dates consistent with the scope of work/deliverables, showing understanding of the RFQ. It may kindly be noted that the timeline for completing the activities would be 30 days.
- **Resource deployment:**

Name of Member	Expertise	Proposed designation	Responsibilities

Annexure 3: Financial Proposal

DATE:

Reference No.

To,
The Joint Secretary(Electronic),
IPHW Division,
Electronics Niketan, 4th Floor, 6 CGO Complex,
New Delhi 110003

Sub: Financial Proposal for RFQ No.for evaluation of Modified Special Incentive Package Scheme(M-SIPS)

Dear ...

Having examined the RFQ Document, we, the undersigned, financial proposal/quote for conducting **third party evaluation of Modified Special Incentive Package Scheme(M-SIPS)**, in full conformity with the said RFQ Document.

We have read the provisions of RFQ Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

We agree to abide by this Proposal, consisting of this letter, the financial proposal, the duly notarized written power of attorney, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the RFQ Document and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.

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

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

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

Name of Firm:

Address:

Total Cost for the assignment excluding taxes as applicable	In INR (Figure) In Words:
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Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

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

Name of Firm:

Address:

***** End of RFQ Document*****