



National e-Governance Division (NEGD)

Ministry of Electronics & Information Technology

Electronics Niketan,

CGO Complex, Lodhi Road New Delhi – 110003

**Request for Proposal (RFP) for engagement of consulting resources on a turnkey basis to study the five digital projects for Department of Legal Affairs**

## **Disclaimer**

*This Request for Proposal ("RFP") is issued by National e-governance Division (NeGD), Ministry of Electronics & IT (MeitY), Govt. of India.*

*The sole objective of this document is to solicit Technical & Financial bids from parties interested in taking part in the scope of work as mentioned in this document. While this document has been prepared in good faith, no representation or warranty, expressed or implied, is or will be made, and no responsibility or liability will be accepted by NEGD or any of their Employees, Advisors or Agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed.*

*Interested Parties may carry out their own studies / analysis/ investigations as required before submitting their proposals.*

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*Some of the activities listed to be carried out by NEGD subsequent to the receipt of the responses are indicative only. NEGD has rights to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, as dictated by the best interests of NEGD.*

## FACT SHEET

S. No.	Key Information	Details
1	Assignment Title	Request for Proposal (RFP) for engagement of consulting resources on a turnkey basis to study the five digital projects for Department of Legal Affairs
2	Purchaser	NEGD, MeitY
3	Location	New Delhi
4	Term	The Term of agency will be for 2 months.
5	Date of Publish	24/08/2023
6	Last Date of Submission of Pre-bid Queries (in specified format)	28/08/2023
7	Final submission	31/08/2023 05:00 PM
8	Opening of Technical Bids	31/08/2023 05:30 PM
9	Technical Presentation	01/09/2023 4:00 PM *
10	Opening of Financial Bids	02/09/2023 11:00 AM *
11	Address for Communication	Prashant Kumar Mittal Director (infra and e-services) National e-Governance Division (NEGD) 4 <sup>th</sup> floor, Electronics Niketan, CGO Complex, Lodhi Road, New Delhi 110003 Phone: 011-24303717, 24301947 e-mail – To: dirp-negd@digitalindia.gov.in

*\*Indicative time*

## 1 Introduction

1. National e-Governance Division is an Independent Business Division under the Digital India Corporation, a Section 8 Company under the Ministry of Electronics & Information Technology. NeGD has been playing a pivotal role in supporting MeitY in Programme Management and implementation of Digital India Projects; provide technical and advisory support to Ministries/ Departments, both at Central and State levels along with other Government organisations.
2. NeGD's major operational areas include programme management, project development, technology management, capacity building, awareness and communications related activities under the flagship Digital India Programme. NeGD has developed and is managing several National Public Digital Platforms such as DigiLocker, UMANG, Rapid Assessment System, OpenForge, API Setu, Poshan Tracker, Academic Bank of Credits, National Academic Depositories, National AI Portal, MyScheme, India Stack Global, Meri Pehchaan, etc.
3. One of the key responsibilities of NeGD includes Undertaking technical appraisal of Digital Government projects with regard to overall technology, architecture, framework standards, security policy, service delivery mechanism, sharing of common infrastructure, etc; and Impact assessment and e- Readiness measurement of e-Governance projects of all States / UTs.
4. NEGD invites responses from agencies for performing requirement gathering and gap analysis study.

## 2 Objectives:

The objective of this project is to study the existing system, requirement gathering and prepare a detailed project report and provide other relevant artifacts on following activities:

Upgradation of LEGAL INFORMATION MANAGEMENT AND BRIEFING SYSTEM (LIMBS) with the objective of integrating it with the database of supreme court website and e-courts and creation of dashboards for reflecting the details of important cases.

Development of new system for notaries to enable digital creation of notarized documents.

Development of online mediation system to enable online participation of mediators and parties to dispute, recording of proceedings and mediated settlements agreement and database of certified mediators and mediation service providers.

Upgradation of the website of DEPARTMENT OF LEGAL AFFAIRS (DOLA) to make it more informative, integrated and user friendly.

Development of a system for online reporting of details of judicial proceedings in the supreme court, High courts and other useful legal information such as articles on buring legal issues for enabling different stakeholders to access information relating to court

cases.

### **3 SELECTION TERMS**

1. NEGD will select an Agency initially for a period of 2 (two) months / acceptance of proposed word duration.
2. The work under this RFP is not assignable by the Selected Agency. The selected agency shall not assign its contractual authority to any other third party. The agency should not assign or sublet the work or any part of it to any other agency in any other form than defined in this RFP. If found doing so, shall result in termination of selection / work order and forfeiture of the Security Deposit. However, the required services can be obtained by the Agency.
3. In case the Selected Agency is found in breach of any condition(s) of the RFP, at any stage, legal action as per rules / laws, shall be initiated against the Agency and Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three (3) years.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a Formal Written Contract / Work Order has been executed by NEGD. NEGD may cancel this RFP / Tender at any time.
5. NEGD, without assigning any reason can reject any bid / RFP, in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.
6. The decision of NEGD arrived during the various stages of the evaluation of the bids is final & binding on all bidders.
7. The onus of providing the correct information / documents lies on the Bidders. The Bidders shall ensure that all information / documents submitted by it are correct. Upon verification, evaluation / assessment, if in case, any information furnished by the Bidder is found to be false / incorrect, their total bid may be summarily rejected.
8. Conditional bids are not acceptable and shall be summarily rejected.
9. NEGD will not be responsible for any misinterpretation or wrong assumption by the Bidders, while responding to this tender / RFP.
10. NEGD may terminate the RFP process at any time and without assigning any reason. NEGD may, by written notice sent to the selected Agency; terminate the Work Order in whole or in part at any time of its convenience. The notice of termination will specify the extent to which performance of work under the Work Order and /or the contract is terminated, and

the date upon which such termination becomes effective. NEGD reserves the right to cancel the remaining part and pay the Selected Agency the amount for partially completed services by it.

11. Selected Agency to agree with NEGD for honoring all aspects of fair-trade practices in executing the Work Order.
12. In the event of a Selected Agency or the concerned Division of the Agency being taken over / bought over by another Agency, all the obligations and execution responsibilities under the agreement with NEGD, should be passed on for compliance by the new agency in the negotiation for their transfer.
13. In case if Selected Agency is found in breach of any condition(s) of RFP / Work Order, at any stage during the course of service, appropriate action as per rules/laws, may be initiated against the Agency and Security Deposit shall be forfeited, besides debarring and blacklisting the Agency concerned for at least three (3) years, for any further dealings with NEGD.
14. The Selected Agency shall be solely responsible for discharge of all the legal obligations/ statutory requirements under various labor legislations as may be in force from time to time so far as the workmen engaged by him for this work are concerned. Such engaged Manpower or the Agency will have no right or claim of any kind from NEGD.
15. Manpower of the Agency must carry their Identity Cards issued by the Agency while on duty at NEGD. Be it private or public areas, the Manpower / Employees may be frisked/ checked by the Security Personnel, both while entering and leaving the premises.
16. NEGD will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus or any other funds/contribution in the scheme which the Government may make it mandatory or introduced in future. These issues must be settled between the Selected Agency and the Manpower engaged by them from time to time as per the Government rules & regulations.
17. The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the engaged Manpower shall be of the Selected Agency. NEGD shall remain indemnified of any conflict of such nature arising between the Agency and its Manpower. NEGD may ask the Selected Agency to submit documentary proofs of such nature as & when needed.
18. Outsourcing / Consortiums / Subcontracting is not allowed for the purpose of participating in this RFP. However the required services can be obtained by the agency.
19. NEGD shall remain the owner of all the content conceptualized, created, and implemented

by the Selected Agency under this RFP. All intellectual property rights in the content whether in tangible or intangible form shall belong to NEGD and the Selected Agency has no rights to assign, license, sell, or use any content conceptualized, created and implemented under this RFP and / or accompanying Master Service Agreement to any third party under any circumstances. All the content conceptualized, created and implemented by the Selected Agency whether in tangible or intangible form shall bear relevant copyright notices in the name of NEGD. The Selected Agency shall take all such appropriate legal actions to safeguard violation of NEGD's intellectual property rights, if any.

#### **4 Instructions To Bidding Agencies**

##### **Availability of RFP Document**

1. The bidders can download the RFP from the GeM portal without any cost.
2. Prospective bidding Agencies desirous of participating in this RFP may view and download the RFP documents free of cost from the above mentioned websites.
3. At any time prior to the last date for receipt of the bids / expression of interest, NEGD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP documents by an amendment/corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.
4. The amendment/corrigendum will be notified at the above mentioned websites, which will be binding on the prospective bidders to consider for quoting.
5. NEGD reserves the right to cancel this RFP or modify the requirement at any stage of the RFP process cycle without assigning any reasons. NEGD will not be under obligation to give clarifications for doing the aforementioned.

##### **Compliant Proposals / Completeness of Response:**

1. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal.
2. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
  - a. Include all documentation specified in this RFP;

- b. Follow the format of this RFP and respond to each element in the order as set out in this RFP
  - c. Comply with all requirements as set out within this RFP.
3. Undertaking for subsequent submission of any of the required documents will not be entertained under any circumstances

**Pre-Bid Queries:**

1. The queries should be sent to NEGD in the following format (preferably in an excel file) through email at [dheeraj.k03@digitalindia.gov.in](mailto:dheeraj.k03@digitalindia.gov.in)

Name of the Bidder		M/s.		
Sr. No.	RFP Page No.	Relevant Section / Annexure of RFP	Relevant Content from RFP	Vendor's Query / Comment

2. NEGD shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests received for clarifications after the indicated date & time may not be entertained by NEGD.
3. NEGD will endeavor to provide a complete, accurate, and timely response to all queries raised by the bidders. However, NEGD makes no representation or warranty as to the completeness or accuracy of any response, nor does NEGD undertake to answer all the queries that have been posed by the bidders and bidders shall not assume that their unanswered queries have been accepted by NEGD.

**Time Schedule**

1. As per "FACT SHEET".
2. No bid will be accepted after the expiry of the mentioned time schedule.  
In order to allow bidders a reasonable time to take the amendments/corrigendum(s) into account in preparing their bids, NEGD, at its discretion, may extend the deadline for the submission of the bid

**Bidding Cost**

The bidder shall bear all costs associated with the preparation and submission of their bids. NEGD will, in no case, be responsible or liable for those costs, regardless of the outcome of the RFP / Tendering / Bidding process

**Right to Terminate the Process**

NEGD reserves the right to accept or reject any proposal, and to annul the bidding process



and reject all proposals at any time prior to award of Work Order, without thereby incurring any liability to the affected Bidder or Agencies or any obligation to inform the affected bidder or Agencies of the grounds for actions taken by NEGD.

NEGD makes no commitments, expressed or implied, that this process will result in a business transaction with anyone.

### **Fraud & Corruption**

NEGD requires that the Applicants (Agencies) engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s) / work order(s). NEGD will reject the bid, if the Applicant (Agency) has been determined by NEGD to have been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NEGD or any personnel during the tenure of work order.
2. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to NEGD, and includes collusive practice among Applicants (prior to or after the proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive NEGD of the benefits of free & open competition.
3. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
4. "Coercive practices" means harming or threatening to harm, directly or indirectly, Persons or their property to influence their participation during the period of bidding.
5. "Collusive practices" means a scheme or arrangement between two or more Applicants with or without the knowledge of NEGD, designed to establish prices at artificial, non-competitive levels.
6. NEGD may reject an application for award, if it determines that the Applicant recommended for Work Order has, directly or through an Agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for Work Order.

### **Language of the Bid**

The Bid prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidders and NEGD shall be written in English. Supporting documents and printed literature furnished by the Bidders may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in

another language without proper translation shall be rejected.

**Rights to the content of the Bids**

All bids and accompanying documentation of the proposal will become the property of NEGD and will not be returned after bid opening. NEGD is not restricted in its rights to use or disclose any or all of the information contained in the proposal to Experts / Consultants engaged in the evaluation of bid responses / any Law Enforcement Agency if required and can do so without compensation to the Bidders. NEGD shall not be bound by any language used by the Bidders in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

**Validity of the Bids**

1. The bids shall be valid for a period of not less than 180 days from the last date of bid submission. A proposal valid for a shorter period shall be rejected as non- responsive.
2. On completion of the validity period, NEGD may (if required) request the Bidder(s) for an extension of the period of the validity. The validity of the Bid Security Declaration and other expired documents as requested should also be suitably extended if called upon to do so by NEGD. The request and the responses thereto shall be made in writing.

**Earnest Money Deposit (EMD) / Bid Security**

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, all applicants are exempted from submission of EMD / Bid Security. However all the bidders are required to submit a Bid Security Declaration, in form of a self attested document by the head of the agency, accepting that they will not withdraw or modify their bids during the validity period (180 days). Bids received without Bid Security Declaration may be rejected. On violation of the declaration, a bidder may be suspended for a maximum period of a year.

**Mode of Submission**

Submission of bids should be through GeM portal only, no other mode will be accepted

**Consortium & Sub-Contracting**

Consortium and subcontracting is not allowed for this engagement. The bidding agency has to be a single entity duly registered under the applicable laws of the country. However the

required services can be obtained by the Agency.

## **5 RFP / BID OPENING AND EVALUATION**

### **Bid Opening Sessions**

1. NEGD reserves the rights at all times to postpone or cancel a scheduled bid opening.
2. The bids will be opened, in two sessions, one for Eligibility & Technical Bids of the Bidders and second Financial Bids of those who qualify the Eligibility & Technical Bids, on the specified date & time by Proposal / Bid Evaluation Committee (PEC) constituted by NEGD.

### **Evaluation Process**

1. NEGD will constitute a Proposal / Bid Evaluation Committee (PEC) to evaluate the responses of the Bidders. The Committee shall evaluate all the responses to the RFPs and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
2. The decision of the PEC in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the PEC.
3. NEGD may seek clarifications from the Bidders (as per requirements) on their Eligibility & Technical Bids.
  - i. NEGD may seek any specific clarifications to meet the RFP requirement during the eligibility & technical evaluation stage. Irrespective of the date of issuance of such documents, the documents submitted under clarification should be complying with the RFP conditions before the last date of submission of the bids. If there is any lack of clarity in the submitted documents, the PEC may ask concerned Bidder representatives to be present physically to prove their eligibility.
  - ii. NEGD may call for clarifications from the Bidders and give them a reasonable time period i.e. not exceeding more than 7 days. If a Bidder fails to respond within the stipulated time period or the clarification(s) submitted is non-conforming to requirement of RFP conditions, no further time will be given for submitting the clarification(s) and the bid will be summarily rejected.
  - iii. The request for clarifications shall be in writing and no change in quoted prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the Bidder shall be entertained.
  - iv. All such clarifications will be sent to the contact person of the Bidder indicated in

their proposal by email. All the bidders shall share the additionally asked clarifications via e-mail on or before the particular date & time as mentioned in the email seeking clarification. All clarifications received up to a particular date & time shall be considered as a part of the offer and evaluated along with the RFP / tender. No document / clarification shall be accepted after the particular date & time as mentioned in the email.

## 6 CRITERIA FOR EVALUATION

### 6.1 Prequalification / Eligibility and Technical Evaluation Criteria

NEGD shall open the Prequalification / Eligibility and Technical Bids / Proposals. In case the Bidders does not meet any one of the eligibility conditions or not pass the minimum criteria in Technical Evaluation, the Bidder will be disqualified. The prequalification criteria are as mentioned below. The bidder needs to provide supporting documents for each criteria. The Pre-Qualification criteria is as follows:

#### Pre-Qualification Criteria

Sr. No.	Requirement	Specific Requirements	Documents required
1.	Legal Entity	<ol style="list-style-type: none"> <li>1. Should be a company registered under the provisions of the Indian Companies Act or a partnership firm registered under the Indian Partnership Act or the Limited Liability Partnerships Act, 2008 and should be operating for at least three (3) years.</li> <li>2. Registered with the Income Tax Authorities</li> <li>3. Registered with GST Network</li> <li>4. The Bidder, shall be an agency/entity essentially involved in requirement gathering and gap analysis study.</li> </ol>	<ol style="list-style-type: none"> <li>1. Certificate of Incorporation/ Partnership agreement</li> <li>2. Copy of PAN Card</li> <li>3. Copy of GST Registration Certificate</li> </ol>
2.	Turnover	Performs average turnover from activities from requirement gathering and gap analysis in India the last three financial years ( <b>2019-20,2020-21, 2021-22</b> ) should be equal to or more than <b>5 cr.</b>	CA certificate for the last three (3) financial years ( <b>2019-20,2020-21, 2021-22</b> )
3.	Blacklisting	Bidders should not be blacklisted by Central Government / any State Government / Autonomous Bodies / Government Organizations / PSUs as of date of submission of this bid.	Self-certified letter by the authorized signatory of the applicant Agency

4.	Technical Capabilities	Bidders must be successfully handling/ completing at least three requirement gathering or gap analysis projects (preferably awarded by Central Government / any State Government / Government Organizations / PSUs) of the similar nature (Legal & Information Technology domain) in the last three financial years.	Work orders/completion certificate
5.	Bidder Entity	The bidder should participate as a single entity, no consortium or group companies will be allowed.	Self-declaration on company letter head to be submitted by Authorized Signatory.
6.	Production Capability	The Bidders must have in-house requirement gathering and gap analysis capabilities with more than <b>50</b> full time Employees.	Self-certified letter by the Authorized Signatory of the bidding Agency
7.	Presence in NCR	The Bidder must have a fully function office in National Capital Region (NCR) of Delhi during the last 3 financial years ( <b>2020 - 23</b> )	Self-certified letter by the Authorized Signatory

#### **Technical Evaluation Criteria**

1. NEGD shall evaluate the “Technical Proposals” of the Bidders who meet the Pre-Qualifications / Eligibility requirements.
2. NEGD will review the Technical Bids of the short-listed Bidders to determine whether the Technical bids are as per the requirements laid down. Bids that are not in accordance with the requirements are liable to be disqualified at NEGD’s discretion.
3. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the Bidders who get an overall technical score of **70** or more will qualify for selection. Failing to secure minimum marks shall lead to rejection of the bids and the Bidders.
4. The Technical Qualification criteria are as mentioned below. The Technical evaluation criteria is as follows:

#### **Technical Evaluation Criteria**

Sr.No	Description	Supporting Documents	Maximum Marks
1.	Resume of resources	<ul style="list-style-type: none"> <li>● As per the annexure</li> <li>● Should be submitted as per format given (ANNEXURE 5)</li> </ul>	10 marks for each resource (total marks 30)

2	Organization experience in the proposed area	<ul style="list-style-type: none"> <li>● Powerpoint presentation with summary of projects completed – 10 marks</li> <li>● Company experience <ul style="list-style-type: none"> <li>○ Less than 3 years – 10 marks</li> <li>○ Between 3 years to 5 years – 20 marks</li> <li>○ Above 5 years – 30 marks</li> </ul> </li> </ul>	40
2.	Interview score	1 senior business analyst marks = 20 marks max 2 business analyst marks = 5 for each resource	30
4	Total evaluation score	Max 100 marks	

### **Financial Evaluation**

The bidders will submit their financial bids through GeM Portal in prescribed format (ANNEXURE 4). The bidder should submit the financial bid in the financial section only. **The financial bid submitted along with the technical proposal/bid will be summarily rejected.**

### **Selection**

- Agency with the total average technical evaluation score 70 or more will be qualified for financial bid opening
- It is Quality Cost-Based Selection (QCBS) with 70% weightage to Technical and 30% weightage to Financials submitted by the bidding Agencies.
- 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 so on.
- The Bidder with Rank One (most responsive bid) based on QCBS system will be selected as the most suitable Bidder using a weightage of 70:30 for Technical and Financial respectively.
- The following formula will be applied for ranking:

### Ranking of Bidders

A	B	C	D	E	F	G	H	I
Sr.	Name of the bidder	Technical Score secured	Weighted Technical Score (Col. C*0.70)	Actual Financial Rate (in Rs.)	Financial Score (Lowest Rate/ Quoted Rate)* 100	Financial Score Weighted (Col. F*0.30)	Total score (Col. D+ Col. G)	Rank
1							Highest score	1
n.								

- Bidder with the highest QCBS score will be the successful bidder for providing manpower.
- If a Bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India and for predatory pricing and abnormally low bids evaluations. And, any conditional bid would be rejected.  
(<https://doe.gov.in/sites/default/files/Predatory%20pricing%20-%20Abnormally%20Low%20Bids.pdf>)
- Errors & Rectification: If there is a discrepancy between Words and Figures, the Figure indicated in Words will prevail”.

## 7 Scope of Work

The successful respondent will be responsible for following Activities (as per IEEE standards):

### Study and Gap Analysis

Study and requirement gathering of the existing system of the proposed projects/five areas : e-Notary, Website Updation, Online Mediation System, LEGAL INFORMATION MANAGEMENT AND BRIEFING SYSTEM (LIMBS) and Online Reporting of judicial proceedings.

### Business Requirement Document (BRD)

Prepare the BRD consisting of all the features and functionalities of the proposed system along with the detailed description with process flows and diagrams.

The BRD shall also cover Risk analysis, Project scheduling description and Budgeting with detailed breakup & Justification .

## Functional Specifications Document (FSD)

Prepare the FSD consisting of all the desired functionalities and their intrinsic process flows.

### **Senior Business Analyst:**

- Post graduate degree in management and graduate degree in Computer Science Engineering/Information Technology
- 10 plus years of experience
- Experience in managing large IT projects requirement gathering and gap analysis
- Industry specific certifications is desirable
- Must possess in-depth understanding of the legal services domain

### **Business Analyst:**

- Graduate degree in Information technology/Computer Science Engineering or any related domain
- Minimum 4 years of experience
- Industry certifications is desirable
- Experience of working with minimum 1 project within the legal services domain

### **Proposed teams for Scope of work in 7.1, 7.2 & 7.3**

Sl. No.	Designation	Total Number	Minimum Qualification
1	Senior Business Analyst	01	<ul style="list-style-type: none"><li>● At least 10 Years of Experience in the field of requirement gathering/gap analysis</li></ul>
2	Business Analyst	02	<ul style="list-style-type: none"><li>● At least 4 years of experience in the field of requirement gathering/gap analysis</li></ul>

\*The agency must attach the list of the proposed team as per the annexure 6.

### **Proposed Tasks & Timelines for requirement gathering and gap analysis**

<b><u>S.No</u></b>	<b><u>Activity</u></b>	<b><u>Timeline</u></b>
<b><u>1</u></b>	<b><u>Gap analysis report on proposed five activities</u></b>	<b><u>3 weeks</u></b>
<b><u>2</u></b>	<b><u>Draft BRD and FSD submission</u></b>	<b><u>3 weeks</u></b>
<b><u>3</u></b>	<b><u>Final submission</u></b>	<b><u>2 weeks</u></b>

**The period of engagement will be for 2 months or 8 weeks from the date of work order issued.**



## **8. PERFORMANCE BANK GUARANTEE (PBG)**

All incidental charges whatsoever such as premium; commissions etc., with respect to the Performance Bank Guarantee (PBG) shall be borne by the Agency. The PBG may be discharged/ returned by NEGD upon being satisfied that there has been due performance of the obligations of the Agency under the Work Order. However, no interest shall be payable on the security deposit or PBG. The bidder shall submit PBG within 15 days from the issue of Work Order. The PBG should remain valid for a period of 18 months from the date of issue of the Work Order. The PBG will be 3% (three percent) of the value of the Work Order.

The selected Agency shall be responsible for extending the validity date and claim period of the PBG as & when it is due on account of non-completion of the Work Order. In case the selected Agency fails to submit PBG within the time stipulated, NEGD at its discretion may cancel the Work Order placed on the selected Agency without giving any notice. NEGD shall invoke the PBG in case the selected Agency fails to discharge their Work Order obligations during the period.

## **9. TERMINATION OF CONTRACT**

NEGD may, terminate Work Order by giving the Selected Agency a 30 (Thirty) day prior and written notice indicating its intention to terminate the contract under the following circumstances:

- a. NEGD is of the opinion that there has been such an event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under Work Order.
- b. The Selected Agency has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
- c. In the event of the quality of the Staffing Personnel and/or services as per the Scope of Work under the work order not found acceptable by NEGD.
- d. The Selected Agency has neglected or failed to observe and perform all or any of the terms acts, matters or things under work in order to be observed and performed by it.
- e. The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of NEGD.
- f. The Selected Agency has been declared insolvent/bankrupt.

## **10. Consequences of Termination**

- a. NEGD shall have the right to carry out the unexecuted portion of work either by itself or through selecting another Agency.
- b. In the event of termination of this Contract, NEGD shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.
- c. In the event that the termination of the Contract / Work Order is due to the expiry of the terms of this Work Order, a decision not to grant any (further) extension by NEGD, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the Successor or any other Person as may be required by NEGD .
- d. Where the termination of the Contract / Work Order is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, NEGD shall pay the Selected Agency for that part of the Services which have been authorized by NEGD and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice on any other rights, NEGD may retain such amounts from the payment due and payable by NEGD to the Selected Agency as may be required to offset any losses caused to NEGD as a result of any act/omissions of the Selected Agency.
- e. NEGD may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other Person to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other selected Agencies or other Persons employed for completing and finishing or using such deliverables.
- f. When the Contract / Work Order is terminated by NEGD for all or any of the reasons mentioned above, the selected Agency shall not have any right to claim compensation on account of such termination.

## **11. PENALTY**

1. The Proposed work shall be awarded Turnkey Basis, So that Timeline will be strictly followed by Service provider
2. In case a successful bidder is unable to adhere to the project timeline on account of delays attributable to the bidder, a penalty of 3% of the amount payable against the deliverable will be charged for every week of delay on a pro-rata basis

## **12. PAYMENT TERMS**

Payment will be made on a turnkey basis following the below mentioned checkpoints.

- a) Submission of gap analysis report to NEGD and user department acceptance – 30%
- b) Submission of the BRD and FSD document to NEGD and draft approval from NEGD – 30%
- c) Final submission of BRD & FSD, execution plan and user department acceptance – 40%

## **13. CONFIDENTIALITY AND SECURITY**

1. The selected Agency and its Personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of NEGD or its clients without the prior written consent of NEGD .
2. The selected Agency will ensure that no information about the software / hardware / policies of NEGD etc., is taken out in any form including electronic form or otherwise, by the manpower posted by them.
3. Additionally, the selected Agency shall keep all the details and information confidential with regards to the projects, including systems, facilities, operations, management and maintenance of the systems/facilities.
4. NEGD shall retain all rights to prevent, stop and if required take the necessary punitive action against the selected Agency regarding any forbidden disclosure.
5. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - a. Information already available in the public domain;
  - b. Information which has been developed independently by the selected Agency;
  - c. Information received from a third party who had the right to disclose the aforesaid information;
  - d. Information which has been disclosed to the public pursuant to a court order.
6. Any handover of the confidential information needs to be maintained in a list, containing at the very minimum, the name of the Providers, Recipients, dates of generation and handing over of the data, modes of information, purposes and signatures of both the parties.
7. Notwithstanding anything to the contrary mentioned hereinabove, the selected Agency shall have the right to share the Letter of Intent / Work Order provided to it by NEGD in relation

to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support of its work experience under this agreement.

#### **14. INDEMNIFICATION & LIMITATION OF LIABILITY**

1. The selected Agency (the "Indemnifying Party") shall undertake to indemnify, hold harmless NEGD , (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") 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.
2. 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 patents incorporated in India 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.
3. 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;

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third Party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- a. Procure the right for Indemnified Party to continue using it
- b. Replace it with a non-infringing equivalent
- c. 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.

4. The indemnities set out above, shall be subject to the following conditions:
  - a. 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;

- b. 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;
- c. 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 & 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;
- d. 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;
- e. All settlements of claims subject to indemnification under this clause will:
  - i. 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
  - ii. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f. 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;
- g. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such claims or proceedings;
- h. 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
- i. If a Party makes a claim under the indemnity set out 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).

5. The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to agreement, including the work, deliverables or services covered by this agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under agreement. The liability cap given under this clause shall not be applicable to the indemnification obligations set out above.
6. 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) nor for any third party claims (other than those set forth in above) even if it has been advised of their possible existence.
7. The allocations of liability in this section represent the agreed and bargained-for understanding of the parties and compensation for the services reflects such allocations. Each party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other party pursuant to this agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

## **15. FORCE MAJEURE**

If at any time, during the continuance of the work order, the performance in whole or in part by either party of any obligation under the selection is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the work order /contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the work order /contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the selection is prevented or delayed by reason of any such event for a period exceeding 60 days, NEGD may at its option, terminate the work order. Neither Party shall be liable for any failure or delay in the

performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. NEGD shall however, be responsible to pay the selected Agency for the services successfully rendered to the satisfaction of NEGD under the Work / Purchase Orders issued pursuant to the contract.

## **16. DISPUTE RESOLUTION**

The Bidder / Agency and NEGD shall endeavor their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the selection Work Order.

In case any dispute between the Parties does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either Party for arbitration. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the third to be appointed by the Ministry of Electronics & Information Technology (MeitY), Government of India.

The "Arbitration Notice" should accurately set out the disputes between the Parties, the intention of the aggrieved Party to refer such disputes to arbitration as provided herein, the name of the Person it seeks to appoint as an Arbitrator with a request to the other party to appoint its Arbitrator within 45 days from receipt of the notice. All notices by one Party to the other in connection with the arbitration shall be in writing and be made as provided in this RFP document.

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 Bidder shall not be entitled to suspend the service/s or the completion of the job, pending resolution of any dispute between the parties and shall continue to render the service/s in accordance with the provisions of the Contract/Agreement/Work Order notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## **11. APPLICABLE LAW**

The contract/work-order(s) will be governed by the laws & procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time

concerning such commercial dealings/processing. All disputes in this connection shall be settled  
in Delhi jurisdiction only.



**ANNEXURE 1 -COVERING LETTER FOR THE BID**

(To be submitted on the letterhead of the bidder)

To

Prashant Kumar Mittal  
Director (infra and e-services)  
National e-Governance Division,  
4<sup>th</sup> Floor, Electronics Niketan Annexe,  
CGO Complex, Lodhi Road, New Delhi-110003

Subject: Submission of Bid for RFP / Tender No. <<>>

Sir,

This is to notify us that our company is submitting a bid in response to RFP / Tender No..... for Selection of Agency for performing requirement gathering and gap analysis. Primary & Secondary contact for our company are as follows:

	Primary Contact	Secondary Contact
Company Name		
Name		
Title		
Address		
Phone / Mobile		
E-Mail		

We are responsible for communicating to the NEGD in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold NEGD responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with NEGD on time.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this RFP / tender document including all forms, schedules and appendices hereto, and are fully informed of all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the RFP and the procedure for bidding, evaluation and selection.

We have enclosed the Bid Security Declaration as per the RFP conditions and I/We understand that on violation of the declaration, I/We may be penalized with suspension for participation in future for a period of up to one year in accordance with the provisions of RFP / tender documents.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to NEGD are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead NEGD in its evaluation process. We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or results in unduly favors to our company in the evaluation process, we are liable to be dismissed from the selection process or termination of the contract during the work order with NEGD .

We understand that you are not bound to accept the lowest or any bid you may receive.

It is hereby confirmed that I / We are entitled to act on behalf of our corporation / company / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

**ANNEXURE 2 -FORMAT FOR SUBMISSION OF PRE-QUALIFICATION BIDS**

**Pre-Qualification Bid Covering Letter**

<Location, Date>

To,

Prashant Kumar Mittal

Director (infra and e-services)

National e-Governance Division,

4<sup>th</sup> Floor, Electronics Niketan Annexe,

CGO Complex, Lodhi Road, New Delhi-110003

Subject: Submission of the pre-qualification bid for selection of agencies for performing requirement gathering and gap analysis.

Sir,

The undersigned, on behalf of [give the name of firm], offers to provide services for [Insert title of Assignment] in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Proposal. We are hereby submitting our pre-qualification proposal.

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

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for 180 days as stipulated in the RFP document.

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

Yours sincerely,

(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)

Pre-Qualification checklist for common criteria

S.No.	Description	Supporting Documents	Compliance (Yes / No)	Reference in Proposal
1	Legal Entity			
2	Turnover			
3	Blacklisting			
4	Technical Capabilities			
5	Bidder Entity			
6	Production Capability			
7	Presence in NCR			

**ANNEXURE 3 -FORMAT FOR SUBMISSION OF TECHNICAL BIDS**

Technical Bid Covering Letter

<Location, Date>

To,

Prashant Kumar Mittal

Director (infra and e-services)

National e-Governance Division,

4<sup>th</sup> Floor, Electronics Niketan Annexe,

CGO Complex, Lodhi Road, New Delhi-110003

Subject: Submission of the technical bid for selection of Agency for Performing requirement gathering and gap analysis.

Sir,

The undersigned, on behalf of [give the name of firm], offers to provide services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our technical proposal.

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

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

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

Yours sincerely,

(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)

## Technical Qualification Checklist

Sr.No	Description	Supporting Documents	Maximum Marks	Marks Obtained
1.	Resume of resources	<ul style="list-style-type: none"> <li>● As per the annexure</li> <li>● 10 marks for each resource (total marks 30)</li> </ul>	30	
2.	Organization experience in the proposed area/domain	1. Presentation – 10 marks 2. Years of experience in similar domain : <ul style="list-style-type: none"> <li>● Less than 3 years – 10 marks</li> <li>● Between 3 years to 5 years – 20 marks</li> <li>● Above 5 years : 30 marks</li> </ul>	40	
3.	Interview score (candidate needs to demonstrate their skills and attributes from their past experiences)	1 senior business analyst = 20 marks 2 business analyst = 5 marks each	30	

#### **ANNEXURE 4 -FORMAT FOR SUBMISSION OF FINANCIAL BID**

Financial Bid for Request for Proposal (RFP) for Selection of Service Provider for requirement gathering and gap analysis study

#### **FINANCIAL FORMAT:**

Name of the bidder:

Contact person:

Contact Number:

Contact Email ID:

**Table : Financial Format**

S.No.	Description	Budget
1	<b>Cost of consultancy service (on turnkey basis)</b>	
2	<b>GST @ 18%</b>	
	<b>Total Cost</b>	
<b>Total in words</b>		

#### **ANNEXURE 5 Experience of working on projects of similar nature in last three (3) financial years (FY 2020-21, 2021-22, 2022-23)**

For Government of India / State Governments / Government Organizations / PSUs of Government of India / State Governments / Government Organizations / PSUs

Sr. No	Name of the Work / Project	Name of the Client	Duration		Amount	Documents Attached <Please also specify the page nos.>
			Start Date	End Date		

**ANNEXURE 6 –Resources deployed in the project(List of all required resoruces**

Sr.No	Name of the Professionals	Age	Sex	Qualification	Relevant Experience

**ANNEXURE 7 – Format of CVs of resources**

<b>Proposed Position for the Project</b>	
<b>Name of Resource</b>	
<b>Date of Birth</b>	dd/mm/yyyy
<b>Age</b>	In completed years
<b>Country of Citizenship/Residence</b>	
<b>Areas of expertise relevant to the RFQ</b>	
<b>Overall experience (In Total Years)</b>	

**Education:**

Degree Obtained	University/Institution	Year Obtained

**Employment Record relevant to the assignment:**

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



**Language Skills:**

Languages:	Language	Speaking	Reading	Writing

Resource contact information: (e-mail, phone )

**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 NEGD.

Name of Resource:

Signature:

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Date: DD/MM/YYYY

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**VERIFIED AND CHECKED BY**

Authorized Signatory:

Signature with Stamp

Name of Authorized Signatory

---

Date: DD/MM/YYYY

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\*\*\*\*\*End of the Document\*\*\*\*\*