

Bid Document

Bid Details	
Bid End Date/Time	10-12-2021 17:00:00
Bid Opening Date/Time	10-12-2021 17:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Ministry Of Electronics And Information Technology
Department Name	Na
Organisation Name	N/a
Office Name	General Administration Ministry Of Electronics And Information Technology
Item Category	Custom Bid for Services - Hiring of consultants for Setting up of PMU for DIGIDHAN Mission()
Contract Period	3 Year(s)
Years of Past Experience required	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
SHG Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail

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Required	No
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ePBG Detail

Advisory Bank	Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	42

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

The Pay and Accounts Officer
 Ministry of Electronics and Information Technology, Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110003
 (Ministry Of Electronics And Information Technology)

Splitting

Bid splitting not applied.

1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
3. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1637840002.pdf](#)

Instruction To Bidder:[1637840013.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1637840017.pdf](#)

Scope of Work:[1637840021.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1637840026.pdf](#)

Service Level Agreement (SLA):[1637840030.pdf](#)

Payment Terms:[1637840039.pdf](#)

Penalties:[1637840042.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1637840057.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1637840066.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1637840072.pdf](#)

GEM Availability Report (GAR):[1637840484.pdf](#)

QCBS Document elaborating detailed QCBS Criteria pertaining to Services / Project Procurement if any as per applicable norms:[1637840506.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1637840517.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1637840525.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Evaluation Criteria	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

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

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

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
02-12-2021 12:00:00	Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi - 110003

Custom Bid For Services - Hiring Of Consultants For Setting Up Of PMU For DIGIDHAN Mission (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of consultants for Setting up of PMU for DIGIDHAN Mission
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity of Procurement (to be chosen 1 in all circumstances)	Additional Requirement
1	Radhe Shyam	110003,ELECTRONICS NIKETAN, 6, CGO COMPLEX, LODI ROAD	1	N/A

Buyer Added Bid Specific Terms and Conditions

1. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2. Generic

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

3. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

4. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- Execution certificate by client with order value.
- Any other document in support of order execution like Third Party Inspection release note, etc.

5. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

6. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

7. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

8. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

9. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. In the event of an inconsistency, conflict, or ambiguity between the terms and conditions of GeM Bid document and uploaded RFP, the terms set forth in the uploaded RFP shall prevail.
2. Refer Section 2.11 of RFP for scope of work
3. Please refer Section 2.5 of RFP for evaluation criteria for hiring of consultants for setting up of PMU for DIGIDHAN Mission.
4. Bidder must have experience of 10 years of E-governance consulting engagement with any Ministry/ Department of Central/ State Government, PSUs, ULBs, Cities/ Smart cities/ Aspirational districts, in India (Section 2.5.1 of RFP).
5. The Electronic Performance Bank Guarantee (ePBG) would have to be deposited by the awardee of the contract within 15 days of the date of award of contract. The amount of ePBG would be @ 3% of the contract value. ePBG should be in favor of "The Pay and Accounts Officer", MeitY and valid upto 3 years. The advisory bank is Bank of India (BOI) (Section 2.6.4 of the RFP for "Contract Finalization and Award").
6. The work under this tender is not assignable by the agency. The agency shall not assign its contractual authority to any other third party. The agency should not assign or sublet the whole work or any part of it to any other agency in any other form than defined in this tender. If found doing so, it may result in termination of contract and forfeiture of Security Deposit (PBG)
7. In case the agency is found in breach of any condition(s) of tender, at any stage, legal action as per rules/ laws, shall be initiated against the agency and Security Deposits (PBG) shall be forfeited, besides being liable to be debarred and blacklisted for at least three years.
8. No commitment of any kind, contractual or otherwise shall exist unless and

until MeitY has executed a formal written contract. MeitY may cancel this tender at any time prior or after the signing of agreement

9. MeitY without assigning any reason can reject any tender(s), in which any prescribed condition(s) is/ are found incomplete in any respect and at any processing stage.
10. The decision of MeitY arrived during the various stages of the evaluation of the bids is final & binding on all bidders.
11. Conditional bids are not acceptable and shall be summarily rejected.
12. The onus of providing the correct information/ documents lies on the bidder. The bidder 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 shall be summarily rejected.
13. MeitY will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender.
14. MeitY may terminate the tender process at any time without assigning any reason. MeitY may, by written notice send to the Agency; terminate the work order, in whole or in part at any time of its convenience.
15. All bidders agree with MeitY for honoring all aspects of fair-trade practices in executing the work orders placed by MeitY.
16. In the event of Agency or the concerned division of the company being taken over/ bought over by another company, all the obligations and execution responsibilities under the agreement with the MeitY, should be passed on for compliance by the new company in the negotiation for their transfer.
17. In case if Agency is found in breach of any condition(s) of tender or work order, at any stage during service, appropriate action as per rules/ laws, may be initiated against the Agency and Security Deposit (PBG) shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with MeitY.

18. The bidder 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 bidder will have no right or claim of any kind from MeitY.

19. Outsourcing/ Consortiums/ Sub-contracting is not allowed for the purpose of participating in this tender (Section 2.4.7 of the RFP for “Consortiums and Sub-contracting”).

20. The Nodal Agency/ Department envisages the possibility for extension of the contract period on same terms and conditions (extendable upto 2 years).

11. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

12. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

13. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of The Pay and Accounts Officer, Ministry of Electronics and Information Technology payable at New Delhi. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

14. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

15. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

16. **Generic**

Without prejudice to Buyer’s right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the

- stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

17. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---