

**National e-Governance Division**

**Request for Empanelment (RFE)**  
**for**  
**Content Delivery and Management Agencies**  
**for**  
**Capacity Building Scheme Phase II**  
**(under National e-Governance Plan 2.0 & Digital India)**



**Electronics Niketan,  
4th Floor, 6 CGO Complex,  
New Delhi 110003**

## Glossary

1	DeitY	Department of Electronics and Information Technology
2	EMD	Earnest Money Deposit
3	Gol	Government of India
4	ICT	Information and Communication Technology
5	MMP	Mission Mode Project
6	NeGP	National e-Governance Plan
7	NICSI	National Informatics Centre Services Inc.
8	O&M	Operations and Maintenance
9	PBG	Performance Bank Guarantee
10	RFE	Request for Empanelment
11	SOW	Scope of Work
12	e-GCF	e-Governance Competency Framework

**National e-Governance Division  
Electronics Niketan,  
4th Floor, 6 CGO Complex,  
New Delhi 110003.**

**Request for Empanelment (RFE) of Content Delivery and  
Management Agencies for Capacity Building Scheme Phase II**

National e-Governance Division (NeGD) is an autonomous business division within Media Lab Asia, under the Ministry of Communication and Information Technology, Government of India, for supporting and assisting Department of Electronics and Information Technology in the Program Management of National e-Governance Plan (NeGP) and supporting coordination of Digital India Program.

NeGD invites RFE from reputed Content Delivery and Management Agencies (hereinafter referred to as “Agencies”) for empanelment for Capacity Building Scheme Phase II under National e-Governance Plan 2.0 & Digital India program for the following areas:-

- Content Evaluation, Customization and Redesign
- New Content Creation
- Content Grading as per levels defined in eGCF
- Individual Assessment and Grading

**Please go through the full document available at <http://negp.gov.in/>.**

1. Applicants (hereinafter referred to as “Bidders”) are required to submit only one application.
2. Details on the content services to be provided are mentioned in the Scope of work in this document
3. A **pre-bid meeting** will be held on 18<sup>th</sup> September 2015 at NeGD conference room, 4<sup>th</sup> Floor, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi @ 15:00 Hrs.
4. Bidders eligible as per qualifying conditions will be short listed based on the information provided by them. The short listed agencies will be invited to make a presentation to the Evaluation committee. The notice for shortlisting of agencies for technical presentation will be intimated individually and will be uploaded on the website [www.negp.gov.in](http://www.negp.gov.in)

5. Proposal must be submitted at the NeGD, New Delhi office in one sealed envelope marked as “Application for the Empanelment of CONTENT DELIVERY AND MANAGEMENT AGENCIES,” for ‘Capacity Building Scheme Phase II’ containing the ‘Eligibility documents’ and ‘Technical bid’ in two separate envelopes. The name and contact details of the firm should be on all the envelopes.
6. The agencies will be selected as per the evaluation mechanism of this RFE.
7. The sealed envelope should reach NeGD latest by **05<sup>th</sup> October 2015 before 1500 hours** addressed to

**Director (CB)**  
**National e-Governance Division**  
**4th Floor, Electronics Niketan,**  
**6 CGO Complex, New Delhi 110003**

8. Bidders may contact Mr. Rajesh Loona at NeGD, 4<sup>th</sup> Floor, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi-110003, for any clarification on the RFE before the time as per schedule given at 4.12 through email at [rajesh.loona@negp.gov.in](mailto:rajesh.loona@negp.gov.in)
9. NeGD reserves the right to reject any or all of the responses to this RFE without assigning any reason. NeGD takes no responsibility for delay, loss or non-receipt of response to RFE.
10. On the basis of scores given by the committee, it is envisaged to engage agencies for the services as per scope of work listed under “2.2” of this RFE.

**Important dates:**

S No.	Activity	Date
1	Last date for submission of written queries ( <i>through email only</i> )	September 15, 2015
2	Pre bid Meeting	September 18, 2015 at 15.00 hours
3	NeGD’s response to bidder’s queries	September 22, 2015
4	Last date for submission of RFE	October 05, 2015 by 15.00 hours
5	Date of opening of bids	October 06, 2015 at 15.00 hours

6	Technical presentations for Short listing agencies based on eligibility criteria	October 12, 2015
7	Final Selection	Within October, 2015

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## **SECTION I: BACKGROUND**

**1.1** Digital India aims to transform India into a knowledge based economy. It is an ambitious program and aims to deliver good governance to citizens by synchronized and co-ordinated engagement with both Central government & State government. Delivery of service through e-Governance represents a paradigm shift and the key is to ensure that the right skills are made available for various stakeholders across the implementation spectrum. This shift requires considerable enhancement of capacities for visualizing, conceiving and delivering projects aimed at transforming existing systems. This requires knowledge of domain as well as technical and techno-commercial-legal capabilities in different levels of government officials. Above all, it requires a basic change in the outlook and functioning of government, so that it becomes citizen-centric rather than process-centric. NeGD as the central coordinating agency at the national level is working with this vision to meet the objective. (Link to Digital India Presentation <https://negp.gov.in/pdfs/DigitalIndia.pdf> )

**1.2** A capacity building scheme (CB Scheme Phase I) was approved by the Government of India in 2008 for taking National e-Governance Plan (NeGP) forward across the country in all the States and Union Territories. The scheme aimed at providing technical and professional support to State level policy and decision making bodies and to develop specialised skills for e-Governance. Under the CB Scheme phase I, training were conducted for all stakeholders ranging from policy/decision makers, heads of projects level officials. The duration of the phase I of the scheme was from 2008 to 9th Jan 2015. (The trainings module, content and target audience under CB Scheme Phase I were:-

### **Workshops/ Training Programs**

- a. Specialised Trainings (STeP) for e-Governance
- b. CIO Training Programs Leadership Meet
- c. Thematic Workshop Induction/Orientation

### **Online Certification Program**

- a. Online training (only one batch)

## **Proposed list of e-Governance Roles with suggested training modules**

- a. e-GCF role based training modules

**1.3** Capacity Building Scheme Phase II, has been approved by DeitY till 31<sup>st</sup> March 2017. CB Scheme phase II is a continuation of CB Scheme Phase I under NeGP 2.0/Digital India. The objectives are as encapsulated below:

- a) It envisages a holistic approach to bring and collaborate with all the stakeholders involved in training, change management and delivery of e-Governance Knowledge services under one common umbrella
- b) An LCMS (Learning Content Management System) is one of the key components of CB Phase II and would enable continuous learning, driven by role-based knowledge and skills as envisaged in the e-Governance Competency Framework. A competency-based training approach will help e-Governance practitioners to understand what skills and knowledge are needed for their job and where exactly they are on a training track. Besides the following components are also envisaged as central to a robust Content Repository:
  - i. A Training Management System (TMS) to track and notify training requirements.
  - ii. A Content Management System (CMS) to admit content providers a structured Content Creation Mechanism
  - iii. A Digital Library to archive e-books, documents, periodicals, etc.
  - iv. An assessment server to conduct tests (both self-assessments as well as certification)

To carry out the tasks of various activities and future Programs under Capacity Building Phase II, proposals from Content Design, Creation Delivery and Management agencies are sought from experienced firms as per the indicative scope of work.



## **SECTION II: OBJECTIVE AND SCOPE**

### **2.1 Objective**

To meet the growing demand for large scale roll out of e-Content of various disparate Knowledge Assets under Digital India Programme, NEGD intends to empanel reputed Content Delivery and Management agencies to partner NeGD in delivering the right content to the right person at the right point in time using the most appropriate technology. They are expected to help NeGD in redesigning the existing Knowledge chunks as well as designing and packaging new content in innovative forms of delivery.

Bidders will be empanelled for providing services for the indicative list of jobs defined in the scope of work. The empanelment will be initially for a period of two years, which can be extended after performance evaluation for a period as determined by NeGD.

### **2.2 Scope of Work for agencies:**

#### **2.2.1 Content Evaluation, Customization and Redesign:-**

- a) Perform existing content revision with subject matter experts on Research & Development, updation, digitization, gamification, etc. and management of content, according to NeGD requirements.
- b) Redefine & redesign the existing courses in terms of duration, content, levels and outcomes as required by NeGD from time to time.
- c) Redesigning of existing content and creation of new content, such as (Audio, Video, Audio-visual, eBooks, Multimedia, Games, etc.) according to NeGD requirements.
- d) Define Content Validation Work Flow Schema.
- e) Define pre-requisite of each training module

#### **2.2.2 New Content Creation:-**

- a) Identification and creation of new training modules as per e-GCF and projects under Digital India.
- b) Creation of content, such as (Audio, Video, Audio-visual, eBooks, Multimedia, Games, etc.) according to NeGD requirements.
- c) Define Learning Path based on their roles in e-Gov projects.
- d) Define pre-requisite of each training module.

### **2.2.3 Content Grading as per levels defined in e-GCF.**

The content needs to be graded as per three levels:

- a) Basic
- b) Intermediate
- c) Advanced

### **2.2.4 e-Certification mechanism:-**

- a) All participants attending training programs under CB Phase II should receive their certificates through a secured online assessment system.
- b) A mechanism is to be developed for Certification with leading education service providers.

### **2.2.5 Individual Assessment and Grading**

- a) Mapping and listing the training modules against the identified trainings Learning Path for individual.
- b) Defining the assessment indicators for the trainee.
- c) Mapping the assessment indicators with the certification levels.
- d) Selection of Learning Methods – Synchronous and Asynchronous Learning Mechanisms.

## SECTION III: ELIGIBILITY CRITERIA

### 3.1 General Eligibility

3.1.1 The bidders should be agencies operating in India at least for the last three financial years excluding the current financial year.

3.1.2 Each page of the document submitted in support of the criteria specified in 3.2 below should be signed along with the seal of the organization indicating the name and designation of the authorized signatory of the organisation.

### 3.2 Pre-Qualification Criteria

SN	Basic Requirement	Specific Requirements	Documents Required
1	Annual Turnover in Consulting on Content Management	The bidder's total turnover in India should be more than Rs.5 Crores in each of the last three years viz. 2012-13, 2013-14 and 2014-15.	<ul style="list-style-type: none"><li>• Extracts from the audited Balance sheet and Profit &amp; Loss; OR</li><li>• Certificate from the statutory auditor</li></ul>
2	Technical Capability	The bidder should have successfully completed at least 2 projects of similar nature as per scope of work, of value more than Rs. 50 Lakhs each in the last 3 years viz. 2012-13, 2013-14 and 2014-15.	<ul style="list-style-type: none"><li>• Completion Certificates from the clients; OR</li><li>• Work Orders + Self Certificates of Completion (Certified by the Statutory Auditor); OR</li></ul>
3	Legal Entity	<ul style="list-style-type: none"><li>• Should be Company registered under Companies Act, 2013 or Society registered under the Society Registration Act, 1860; or a registered firm; or a Partnership firm (an LLP).</li></ul>	<ul style="list-style-type: none"><li>• Copy of Certificate of Incorporation (in case of Company); or</li><li>• Articles of Association (in case of registered firms); or</li><li>• Certificates for registration (in case of registered society); or</li></ul>

		<ul style="list-style-type: none"> <li>The bidder should be registered with the Service Tax Department and carry a valid PAN from the Income Tax Department, Gol.</li> </ul>	<ul style="list-style-type: none"> <li>Partnership deed (in case of partnership firm)</li> <li>Copy of Service Tax Registration Certificate and copy of PAN card</li> </ul>
4	Blacklisting	The company should not be blacklisted by DeitY or any other government organization	An undertaking (self certificate) that the bidder hasn't been blacklisted by a central / state Government institution and there has been no litigation with any government department on account of similar services must be submitted.

### 3.3 Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of Rs. 5,00,000/- (Rs. Five Lakh) in the form of a Demand Draft issued by any scheduled commercial bank in favor of MEDIA LAB ASIA-NEGD payable at New Delhi, (valid for 3 months from the due date of the RFE). EMD of all unsuccessful bidders would be refunded by NeGD without any interest within 1 month of the final selection. The EMD of successful bidder would be retained for the period of empanelment.
- i) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- ii) The EMD may be forfeited:
- If a bidder withdraws its bid during the period of bid validity.
  - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFE.
- b) EMD shall be kept in envelope with the cover letter.

## **SECTION IV: GENERAL INFORMATION**

### **4.1 Disclaimer**

- (i) This RFE is not an offer by the NeGD, but an invitation to receive responses from eligible interested Bidders as content delivery and management agencies for NeGD. The NeGD will empanel limited Bidders who fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from this process.
- (ii) The evaluation shall be strictly based on the information and supporting documents provided by the Bidders in the application submitted by them. It is the responsibility of the Bidders to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by NeGD is not provided by applicant, NeGD may choose to proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

**4.2 Completeness of Response-** Bidders are required to study all instructions, forms, requirements and other information in the RFE documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFE document with full understanding of its implications. The response to this RFE should be full and complete in all respects. Failure to furnish all information required by the RFE documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.

**4.3 RFE Response Preparation Costs & related issues-** The bidder 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 NeGD to facilitate the evaluation process. NeGD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This RFE does not commit NeGD to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing the response to this RFE. All materials submitted by the bidder will become the property of NeGD and may be returned completely at its sole discretion.

- 4.4 Pre-Bid Meeting-** NeGD shall hold a pre-bid meeting with the prospective bidders on 18<sup>th</sup> September 2015 at 3.00 pm at NeGD Conference room, 4th Floor, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi-03. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Mr. Rajesh Loona at [rajesh.loona@negp.gov.in](mailto:rajesh.loona@negp.gov.in) through email only latest by 15<sup>th</sup> September 2015.
- 4.5 Responses to Pre-Bid Queries and Issue of Corrigendum-** The Nodal Officer will endeavour to provide timely response to all queries. However, NeGD makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NeGD undertake to answer all the queries that have been posed by the bidders. At any time prior to the last date for receipt of bids, NeGD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFE document by a corrigendum. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the [www.negp.gov.in](http://www.negp.gov.in) and emailed to all participants of the pre-bid conference. Any such corrigendum shall be deemed to be incorporated into this RFE. In order to provide prospective bidders reasonable time for taking the corrigendum into account, NeGD may, at its discretion, extend the last date for the receipt of RFE Proposals.
- 4.6 Right to Terminate the Process-** NeGD may terminate the RFE process at any time and without assigning any reason. NeGD makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFE does not constitute an offer by NeGD. The bidder's participation in this process may result in short listing the bidders.
- 4.7 Submission of Responses/Bids-** Proposal must be submitted in one sealed envelope marked as "Request for Empanelment (RFE) for Content Delivery and Management" for Capacity Building Scheme Phase II containing the 'Technical bid' and EMD. The proposals must be received at NeGD, 4th Floor, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi-03 latest by: 05<sup>th</sup> October 2015 at 1500 hrs. Any proposal received by the NeGD after the above deadline shall be rejected. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. NeGD shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further

correspondence on the subject will be entertained. NeGD reserves the right to modify and amend any of the above- stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments. Bids shall consist of supporting proofs and documents as defined in the Pre-qualification section Bidder shall submit all the required documents as mentioned in the annexure I including various templates. It should be ensured that various formats mentioned in this RFE should be adhered to and no changes in the format should be done. Envelope should indicate clearly the name, address, telephone number, Email ID and fax number of the bidder. The response to RFE should be a complete document and should be bound as a volume. The document should be page numbered, must contain the list of contents with page numbers and shall be initialled by the Authorized Representative of the bidder. Bidder must ensure that the information furnished by him / her in respective CD is identical to that submitted in the original paper bid document. In case of any discrepancy observed by the NeGD in the contents of the CD and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy. The response submitted by the bidder should be concise and contain only relevant information as required.

#### **4.8 Disqualification**

NeGD may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:

- i) Submitted the application after the response deadline;
- ii) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility 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 an application 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 application on its own;
- vii) Was declared ineligible/blacklisted by the Government of India/State/UT Government;

#### 4.9 Other Information

The client servicing team of the agency must be available to NeGD office, New Delhi as and when required by NeGD.

#### 4.10 Consortium

Consortium is not allowed.

#### 4.11 List of documents to be submitted as part of response to RFE

- i) Covering letter on agency's letter head.
- ii) Declaration in the format given in **Annexure-1**.
- iii) **Annexure-2** duly signed along with the seal.
- iv) Checklist in the format given at **Annexure-3**.
- v) CVs of professionals as per proposed team structure in **Annexure-4**
- vi) EMD of specific amount as per category mentioned in para 3.3 above.
- vii) Any other supporting information that is relevant.

All documents must be properly marked. The response to RFE should be submitted in one hard copy (signed on every page) and one soft copy on a CD. In case of any discrepancy, the signed hard copy version will prevail.

#### 4.12 Important Dates:

S No.	Activity	Date
1	Last date for submission of written queries ( <b><i>through email only</i></b> )	September 15, 2015
2	Pre bid Meeting	September 18, 2015 at 15.00 hours
3	NeGD's response to bidder's queries	September 22, 2015
4	Last date for submission of RFE	October 05, 2015 by 15.00 hours
5	Date of opening of bids	October 06, 2015 at 15.00 hours
6	Technical presentations for Short listing agencies based on eligibility criteria	October 12, 2015
7	Final Selection	Within October, 2015



## SECTION V: BIDDING PROCESS

### 5.1 Introduction

Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, etc. given in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.

All the bids must be valid for a period of **90 days** from the date of the RFE opening for placing the initial order. If necessary, NEGD will seek extension in the bid validity period beyond 90 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

### 5.2 Amendment of Tender Document

- i) At any time prior to the last date for receipt of bids, NEGD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment.
- ii) The amendment will be uploaded on the website (<http://www.negp.gov.in>)
- iii) In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, NEGD may, at its discretion, extend the last date for the receipt of Bids.

### 5.3 Clarification on Tender Document

A prospective Bidder requiring any clarification on the Tender Document may submit his queries to NEGD via email per schedule mentioned at 4.12 in the following format:

Sr. No	Section No.	Clause No.	Reference/ Subject	Clarification Sought

**Note:** NEGD shall not respond to any queries received later than the time as per schedule given at 4.12 and / or not adhering to the above mentioned format. NEGD's response (including the query but without identifying the source of inquiry) will be uploaded on <http://www.negp.gov.in>.

#### **5.4 Bid Opening Process**

- i) All bids (complete in all respect) received along with the EMD will be opened as per schedule mentioned at 4.12, in the presence of bidders representative, if available. Bids received without EMD will be rejected straight way.
- ii) Eligibility Criteria and Technical bids of only those bidders, whose EMD instruments are found to be in order, will be opened afterwards in the same bid opening session, in the presence of the vendor's representative, if any.
- iii) Technical Bids of only those bidders will be evaluated by the Technical Evaluation Committee who meet the Eligibility Criteria and Annexure-1 corroborated by the documentary evidence provided for the same.
- iv) One authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

## **SECTION VI- EVALUATION AND EMPANELMENT PROCEDURE**

In order to empanel Content Delivery and Management agencies, NeGD will constitute an Evaluation Committee to evaluate the proposals submitted. During evaluation of proposals, NeGD, may, at its discretion, ask the bidders for clarification on their applications. The process for empanelment is as given below.

### **6.1 Evaluation process**

Scrutiny of eligibility criteria mentioned in 3.2 for responsiveness to the RFE will be done by the Evaluation Committee to determine whether the documents have been properly signed, qualification criteria fulfilled, all relevant papers submitted and whether the response to RFE is generally in order. The Evaluation Committee can seek additional information from the bidders, if needed. The response to the RFE not conforming to requirements will be rejected.

6.1.1 The selection of agencies will be based on the evaluation of the technical bids by the Evaluation Committee.

6.1.2 Technical Evaluation will be done on the basis of criteria given in Annexure-5 and as per documents submitted and technical presentation. Each of the item type has been allocated a particular mark, based on which the final technical score will be calculated.

6.1.3 The qualifying score will be 70 marks out of 100. Bidders who qualify in the technical evaluation will be ranked on the basis of merit and will be selected for empanelment as explained under 6.2.

### **6.2 Empanelment**

Agencies shortlisted for empanelment will be required to sign an agreement with NeGD, accepting the terms and conditions laid down by NeGD (as given under **Section VIII**). After signing of the agreement, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

### **6.3 Allocation of Work**

6.3.1 The empanelment shall be initially for two years from the date of accepting the terms and conditions (as given under **Section VIII**) by the empanelled agencies. It can be extended through mutual consent for a further period of one year based on periodic reviews to assess

the performance during the specified duration of empanelment at the same terms and conditions. NeGD shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.

- 6.3.2 The NeGD will give a brief to the agencies and invite proposals/ presentations from the empanelled agencies for specific assignments. NeGD reserves the right to award the work to any of the empanelled agencies, based on the merit of their proposal/ presentation and financial quote for a particular task. The selection of work will be through QCBS (60:40) on proposal/ presentation and financial quote respectively for that assigned task. The Evaluation Committee will be the final authority for selection of the agency.
- 6.3.3 The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement.
- 6.3.4 Mere empanelment with NeGD does not guarantee allocation of work.
- 6.3.5 In case, NeGD does not find the work of the agency up to its satisfaction, NeGD reserves the right to get it done from any other agency/agencies for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.
- 6.3.6 NeGD will not be liable to make any payment or amount on account of conceptualization/ designing etc. for the proposals/ presentations prepared by the agency but not selected. The agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.
- 6.3.7 In case, when the time period is too short to get the proposals/ presentations prepared from all the empanelled agencies or any other exigencies, the job may be entrusted to any of the empanelled agencies or any other agency which NeGD deems fit to meet the deadline.

## **SECTION VII: GENERAL CONDITIONS**

### **7.1 Penalties**

- i) In case of unjustified and unacceptable delay in execution of the assigned work by the agency, NeGD may impose a penalty of 1.0% of the project value per week or part thereof of delay (subject to the maximum limit of 10% of the project value) to recover such penalty.
- ii) In case the delay is unusually very long and not acceptable to NeGD then NeGD will have an option to cancel the order and award the work to any other empanelled agency without any compensation to the agency which delayed the completion of the work. In such a Scenario NeGD will have the right to en-cash the PBG, if any.
- iii) In case any of the services performed by the appointed Agency 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 interactions with NeGD), negligent (such as quality of deliverables not up to the mark), non supportive attitude ( such as non-engagement of adequate resources in the prescribed time frame) of the appointed Agency and NeGD decides to abort the contract because of such failure, then NeGD may en-cash the PBG, if any.

### **7.2 Performance Bank Guarantee (PBG)**

The successful agencies, at the time of signing a contract for any assigned work, shall deposit with NeGD, at its own expense, an unconditional and irrevocable Performance Bank Guarantee (PBG) equivalent to 10% of the total work order value from a scheduled bank with lien marked to Media Lab Asia-NEGD, New Delhi. The PBG for the due performance and fulfilment of the agreement should be valid beyond three months of the period of empanelment or completion of the assigned work, whichever is later.

## **SECTION VIII: TERMS AND CONDITIONS OF AGREEMENT**

The agencies selected for empanelment will have to sign an agreement with NeGD with the following terms and conditions.

### **8.1 Nativity**

The organization must be incorporated in India as per details given under 3.1.

### **8.2 Relationship**

- a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “NeGD” and the “bidder”. No partnership shall be constituted between NeGD and the bidder by virtue of this empanelment nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power. The Bidders shall be fully responsible for the services performed by them or on their behalf.
- b) Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for promotional purpose without first having obtained the other party’s prior written approval.

### **8.3 No obligation**

Empanelment with NeGD does not guarantee that any or all Bidders shall be awarded any project / assignment as a result of this empanelment.

### **8.4 Fraud and Corruption**

NeGD requires that the Bidders engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). The following terms apply in this context:

NeGD will reject the application for empanelment, if the applicant recommended for empanelment, has been determined by NeGD to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- (a) "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 empanelment.

- (b) "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 Bidders (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive NeGD of the benefits of free and open competition.
- (c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- (e) "Collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of the NeGD, designed to establish prices at artificial, non-competitive levels;

NeGD will reject an application for award, if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the empanelment.

## **8.5 Confidentiality**

Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the Bidders who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential information related to the empanelment process may result in the rejection of their application.

## **8.6 Period of Empanelment**

NeGD shall empanel agencies for two years. The empanelment duration may be extended through mutual consent for a further period of one year based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. NeGD shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.

## **8.7 Indemnity**

The selected Agencies will indemnify NEGD against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/ hardware/ manpower etc. and related services or any part thereof. NEGD stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NEGD also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.

## **8.8 Termination / Withdrawal**

- a) NeGD reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:
  - i) Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant' organization
  - ii) Information provided to NeGD is found to be incorrect;
  - iii) Empanelment conditions are not met within the specified time period;
  - iv) Misleading claims about the empanelment status are made;
  - v) Clear evidence is received that empanelled agency has breached copyright laws/ plagiarised from another source;
- b) If the agency does not execute the contract to the satisfaction of the NeGD then the NeGD may invoke any or all of the following clauses.
  - i) Forfeit the Performance Guarantee Amount
  - ii) Terminate the contract without any liability of NeGD towards the empanelled agency.

## **8.9 Amendment**

At any time prior to deadline for submission of applications, NeGD may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all Bidders.

## **8.10 Binding Clause**

All decisions taken by the NeGD regarding this contract shall be final and



binding on all concerned parties.

### **8.11 Agency's Integrity**

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

### **8.12 Agency's Obligations**

- a) The Agency will be obliged to work closely with the NeGD's staff, act within its own authority and abide by directives issued by the NeGD.
- b) The Agency will abide by the job safety measures prevalent in India and will free the NeGD from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the NeGD responsible or obligated.
- c) The Agency will be responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanour.
- d) The Agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NeGD's interest.

### **8.13 Conflict of Interest**

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with the Department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements.

### **8.14 Non-Disclosure Agreement**

The Agency will treat as confidential all data and information about the NeGD, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the NeGD. All agencies shortlisted for empanelment shall submit a Non-Disclosure Agreement to NeGD, in the format provided in **Annexure 6**.

### **8.15 Intellectual Property Rights**

- i) NEGD shall own and have a right in perpetuity to use all Intellectual

Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, drawings and other documents which have been developed by the content delivery and management agency during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NEGD and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NEGD.

- ii) The Agency shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep NEGD indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency during the course of performance of the Services.

#### **8.16 Payment Process**

- i) A pre-receipted bill, along with certificate of satisfactory performance from Director (CB) will have to be submitted.
- ii) Payments shall be subject to deductions of any amount for which the Agency is liable under the empanelment or RFE conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.

#### **8.17 Force Majeure**

If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts 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 and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this 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 contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

#### **8.18 Arbitration**

- i) If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.
- ii) The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- iii) The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

#### **8.19 Applicable Law**

The agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

#### **8.20 Jurisdiction of Courts**

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

**DECLARATION (ON THE LETTER HEAD)**

1. I, \_\_\_\_\_ (Name & Designation) solemnly affirm on behalf of my company/ firm that the facts stated above about my company/ firm are correct and nothing has been concealed. If any information submitted above, is found to be false or fabricated, my company/ firm may be debarred from empanelment.
2. I permit NeGD to inspect our records to ascertain the above facts.
3. I permit NeGD to cross check the above facts from any other source.
4. I or my authorized representative, if required by NeGD, would make a presentation before the duly constituted Committee at my own cost.
5. I will abide by the decision of NeGD regarding empanelment.
6. I have read & understood the RFE and agree to all the terms & conditions stated therein.

Date:

SIGNATURE

Full name and designation:

(Seal of organisation)

### Details of the Applicant's Operations and Business

SN	Information Sought	Details to be Furnished
<b>A</b>	Name and address of the Applicant Agency	
<b>B</b>	Incorporation status of the applicant ( <i>as mentioned in pre-qualification criteria</i> )	
<b>C</b>	Year of Establishment	
<b>D</b>	Details of registration with appropriate authorities for service tax	
<b>E</b>	Details of Contact Person: Name, Address, e-Mail, Phone nos. Fax nos. Mobile Number	
<b>F</b>	Address of Head Office with contact details (Phone, Fax, e-mail etc)	
<b>G</b>	Number of Regional Offices (Other than Head Office)	<b>NUMBER: .....</b>
<b>H</b>	Complete Address with contact details (Phone, Fax, e-mail etc) of each regional office	1. 2. n.

Date:

Place:

Authorized Signatory

Name &amp; Designation:

COMPANY SEAL

**CHECKLIST FOR SUBMISSION OF RESPONSE TO RFE**

<b>Description</b>	<b>Detail</b>	<b>Y/N</b>
Eligibility Documents	A covering letter on the letter head	
	Certificate of Registration/ Incorporation/ Article of Association/ Partnership Deed	
	PAN & Service Tax Registration	
	Certified Annual Turnover for the FY 2012-13, 2013-14, 2014-15	
	A self declaration stating that agency has not been blacklisted/debarred/suspended by any Central/ State Government/ PSU	
	Duly signed Annexure-1	
	EMD of Rs. 5,00,000/- (Rs. Five Lakh)	
Bid documents	Duly signed Annexure-2	
	Duly signed Annexure-4	
	Signed copies of all required documents as mentioned in the RFE.	

**Note:** All documents including annexure must be properly marked and sealed.

Date:

Place:

Authorized Signatory

Name & Designation:

COMPANY SEAL

## Format for CVs of Professionals as proposed Team Structure

Sr.	Details				
1	Name of the Professional:				
2	Professional Qualifications:				
3	Total years of work experience in the related domain:				
4	Total years of relevant experience:	e-Governance	Capacity Building Assignments		
5	Key Expertise				
6	Work history (current to past)				
	Designation:				
	Organization with contact number:				
	Date of Joining: DD/MM/YYYY		To: Till date		
	On permanent Payroll / On contract (please tick correct category)				
	If on contract please write tenure of contract: <b>FROM</b> DD/MM/YYYY <b>TO</b> DD/MM/YYYY				
	Key Job responsibilities: <i>Only relevant experience to be listed</i>				
	Projects handled	Role in the project	Client	Team Size	Type of Content Assignments
7	Any other (Certifications, trainings received etc)				

*Note: If he/she has worked with more than 1 employer kindly attached extra sheet as per format.*

**Consent of the Professional:** Hereby I declare that all the information mentioned above is true and correct. In case my organization gets selected, I will be available for entire duration of the project and participate in all the activities including project meetings.

(Name & Signature of the Professional)

Date:

Place:

Authorized Signatory

Name:

COMPANY SEAL



## CRITERION FOR TECHNICAL EVALUATION

Name of the Bidder :

S. No.	Eligibility/Evaluation Criterion	Max. Marks	Supporting Documents
<b>TURNOVER</b>			
1	<p>Average turnover of the organization relating to content management for the last three years</p> <p>(5 marks for turnover equal to 5 crores and additional 1 mark for every increment of 2 crores turnover, subject to maximum of 10 marks)</p>	10	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
<b>RELEVANT PAST EXPERIENCE</b>			
2	<p>Experience relevant to this engagement as per the scope to be demonstrated for each project with a value of more than Rs. 50 Lakh each</p> <p>Equal to or more than 6 projects : 20 marks  4 projects: 15 marks  2 projects: 10 marks</p>	20	Separate Note summarizing each of the project mentioned along with Completion Certificate from the client;(not exceeding two pages each)
<b>APPROACH &amp; METHODOLOGY</b>			
3	<p>Approach and Methodology to perform the work in this assignment</p> <p>b. Understanding of the scope of the project</p> <p>c. Content Development Methodology</p> <p>d. Adoption of Instructional Design Standards</p> <p>e. Content Validation/ Authentication Work Flow</p> <p>f. Project work break down structure</p>	30	Presentation

4	Demonstration of a content chunk relevant to the scope of the work, developed by the bidder.	20	Presentation
<b>RESOURCE PROFILE</b>			
5	<p>Resume of key consultants proposed for the assignment and their position in the proposed team structure</p> <p>(Marks to be awarded on the basis of the qualifications, certifications and relevant experience of the proposed resource)</p>	20	CVs

**Agencies securing > 70 marks as above will only be considered technically qualified for empanelment.**

*{The Non Disclosure Agreement needs to be signed by a person duly authorized by the Agency. A copy of the authorization by the Agency (copy of Board resolution or Power of attorney) should be provided along with the Non-Disclosure Agreement}*

## **Non-Disclosure Agreement**

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, National e-Governance Division (hereinafter called the "NeGD"), on the one hand, and, on the other hand, [Name of the Agency] (hereinafter called the "Agency") having its registered office at [Address ]

### **WHEREAS**

1. the "NeGD" has issued a public notice inviting various empanelled Content Delivery and Management agencies to deliver and manage content for CB Scheme Phase II under NeGP 2.0 and Digital India (hereinafter called the "Projects");
2. the Agency, having represented to the "NeGD" that it is interested to bid for the proposed Projects,

The NeGD and the Agency agree as follows:

1. In connection with the "Projects", the NeGD agrees to provide to the Agency a Detailed Information on the Project requirements that is considered confidential.
2. The Agency to whom this Information is disclosed shall:
  - a. hold such Information in confidence with the same degree of care with which the Agency protects its own confidential and proprietary information;
  - b. restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;
  - c. except for the purpose of executing the Project, not disclose such Information or knowingly allow anyone else to disclose such Information; and
  - d. On completion of the project and in case unsuccessful, promptly return to the NeGD, all Information in a tangible form or certify to the NeGD that it has destroyed such Information.
3. The Agency shall have no obligation to preserve the confidential or proprietary nature of any Information which:
  - a. was previously known to the Agency free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Agency's written records prepared prior to such disclosure; or
  - b. is or becomes publicly known through no wrongful act of the Agency; or

- c. is independently developed by an employee, agent or contractor of the Agency not associated with the Project and who did not have any direct or indirect access to the Information.
- 4. The Agreement shall apply to all Information relating to the Project disclosed by the NeGD to the Agency under this Agreement.
- 5. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Agency, in any of the Information.
- 6. This Agreement shall benefit and be binding upon the NeGD and the Agency and their respective subsidiaries, affiliates, successors and assigns.
- 7. This Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Agency

For and on behalf of NeGD

\_\_\_\_\_(signature)\_\_\_\_\_

\_\_\_\_\_(signature)\_\_\_\_\_

(Name of the Authorized Signatory)

(Name of the Authorized Signatory)

Date

Date

Address

Address

Location

Location