



Request for Proposal (RFP)
For
Selection of Consultancy Agency
For
Programme Management Unit (PMU)
For
Capacity Building (CB) Scheme Phase II

RFP No. N-22013/1/2015-NeGD

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Abbreviations

MMP	Mission Mode Project	NE	North East
GPR	Government Process Re-engineering	DONER	Development of North East Region
LMS	Learning Management System	NEC	North Eastern Council
KMS	Knowledge Management System		
NeGD*	National e-Governance Division		
CB	Capacity Building		
eGCF	e-Governance Competency Framework		
eGLP	e-Governance Leadership programme		
eGCP	e-Governance Champions programme		
eGEP	e-Governance Executives programme		
SCSP	Scheduled Caste Sub Plan		
TSP	Tribal Sub Plan		
SI	System Integrator		
EMD	Earnest Money Deposit		
PBG	Performance Bank Guarantee		
CD	Compact Disc		
CV	Curriculum Vitae		
ES	Evaluation Score		
MSA	Master Service Agreement		

* NeGD: The Department of Electronics and Information Technology, Government of India has formed the National e-Governance Division (NeGD) as 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 NeGP (e- Kranti) and supporting Digital India Program.

1. Background

Approved by the Government of India, Digital India is an ambitious program to 'transform India into a digital Empowered society and Knowledge economy', the focus is on being transformative to realize IT (Indian Talent) + IT(Information technology) = IT(India Tomorrow). The program aims to benefit every section and sector of the country by creating an ecosystem for delivery of user centric and qualitative Digital Services. It is an umbrella program which envisages taking together both the Government and the private sector on a fantastic journey of creating Digital India. It is an Umbrella Program that covers multiple Government Ministries and Departments. It weaves together a large number of ideas and thoughts into a single, comprehensive vision so that each of them is seen as part of a larger goal.

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. Moreover, the implementation of numerous e-Governance projects in the country requires specialized professionals who have requisite skills and knowledge in respective areas. With various MMPs in different stages of planning and implementation, various levels of government officials are involved on different e-Governance projects and they require a deeper understanding of various components to enable them perform more effectively.

The Department of Electronics and Information Technology (DeitY), Government of India has formed the National e-Governance Division (NeGD) as an autonomous business division within Media Lab Asia, under the Ministry of Communication and Information Technology, Government of India, for supporting and assisting DeitY in the Programme Management of NeGP. The task of supporting coordination of Digital India is also being handled by NeGD.

NeGD supports DeitY in the following tasks: Facilitating implementation of Mission Mode Projects by Line Ministries/State Governments; Providing technical assistance to Central Ministries/State Line Departments; Acting as Secretariat to Apex Committee; Undertaking technical appraisal of all NeGP projects to examine issues such as overall technology architecture, framework, standards, security policy, service delivery mechanism, sharing of common infrastructure; Human Resource Development, Training and Awareness Building, Framing core policies, technical assistance, R&D, awareness and assessment and creation of organization structure;

NeGD is also the Central Agency for implementation of Capacity Building Scheme which is aimed at providing technical and professional support to Centre/State/UTs Government at policy and decision making bodies and to develop specialized skills for e-Governance. In addition to this Scheme, NeGD has taken up other initiatives to strengthen North Eastern States and targeted training programme for SC & ST officers serving under TSP and SCSP areas.

2. Capacity Building Scheme Phase II (CB-II)

Department of Electronics and IT (DeitY) has entrusted the implementation of Capacity Building Scheme Phase II under Digital India to National e-Governance Division (NeGD). The 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 aims at providing technical and professional support to State level policy and decision making bodies and to develop specialized skills for e-Governance both at Central Line Ministries and State/UTs.

CB II addresses various aspects of skill-building part to perform in various e-Gov projects. The key objective of the scheme is to develop e-governance capacity and skills within the State Government Departments and Central Government Ministries and Departments, e.g. Government Process Re-engineering (GPR), Business models, Project Management, Change Management etc. In order to successfully implement e-Governance projects, skill building is required in various areas including regulatory framework for e-Governance, project management, e-Governance Project Lifecycle, Government Process Re-engineering, Business Model in e-Governance projects, Change Management, Regulatory Framework for e-Governance Implementation, Information Security Management, Communication and Presentation Skills, Preparation of Detailed Project Report (DPR), RFP etc.

In order to meet the objective of Capacity Building for Digital India in a limited time and building capacities at this magnitude can only be done by leveraging technology, conduct competency based skill building (e-Governance Competency Framework) and building partnerships with training institutes, industry and academia. Hence, NeGD as the central coordinating agency at the national level is working with this vision to meet the objective.

At the State/UT level, Secretary of the respective State IT Department (or any other department nominated by the State government) and the State Nodal Agency will be responsible for implementing the proposed Capacity Building scheme Phase II. NeGD will co-ordinate at the central Level.

Trainings under CB-II needs to be enhanced through new modes of teaching methodologies by the use of technology to increase the reach, create systematic training information and easy access to information. A Learning Management System (LMS) has been approved to cater to these needs under

CB-II. An LMS 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 (e-GCF). 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.

An e-Governance Competency Framework (e-GCF) has been developed with an objective to strengthen capacity building for e-Governance/ Digital India by setting standards in people selection, deployment and trainings. The framework has the following key components:

- (a). Identifies and defines a comprehensive set of competencies critical to implementation of e-Governance under Digital India/NeGP
- (b). Helps in the principle of ‘Deploy right - Develop right’ talent for implementing Digital India/NeGP
- (c). Defines 19 e-Gov job roles covering all aspects of e-Governance project lifecycle

2.1 Training categories and target audience

Training Programme	Target Audience
Leadership Meet	Political and Senior Administrative / Policy level – Central, State/UT
Specialized training for e-governance	Policy level, SeMT, PeMT, Department level official associated with e-Gov initiatives, Central & Line Ministries
Chief Information Officer (CIO) training programme	<ul style="list-style-type: none"> • Leadership programme (eGLP) – Senior Level – Principal Secy (State), JS(Centre)/Commissioner, Addl Secy • Champions programme (eGCP) - Middle Level – Director, Addl Director, Joint Director • Executive programme (eGEP) – Operational Level – Section officer, Under Secy etc
Thematic Workshop	Domain specific/thematic workshops for Central/State officials, SeMT/PeMT members
Online Training programmes	Policy level, SeMT, PeMT, Department level official associated with e-Gov initiatives, Central & Line Ministries

3. Scheduled Caste Sub Plan (SCSP) and Tribal Sub Plan (TSP)

Most of the Government Departments have substantial number of employees belonging to SC/ST communities. The objective of providing reservations to the SC/ST is not only to give jobs to some persons belonging to these communities, but also aims at empowering them and ensuring their participation in the decision making process. Therefore, to bridge the skill gap among the SC/ST human resources, and to implement the recommendations of the Expert committee there is a dire

need of Capacity Building in e-Governance Project Management to the officials belonging to SC/ST communities under Scheduled Caste Sub Plan (SCSP) and Tribal Sub Plan (TSP).

To meet this objective, the Department of Electronics & Information Technology, Government of India has envisaged to build a pool of around 1750 trained Government officials from SC & ST communities by March 2017. This programme is completely funded by Government of India. The strategic objective is to ensure that the employees from SC/ST communities are academically primed to give them a competitive edge in rapidly growing ICT and Governance reports sector. Given the nature and scale, significance and complexity of the e-Governance projects, it is important to manage the project in a structured way. The Project Management in e-Governance deals with knowledge on principles, concepts, skills, tools and techniques to improve project performance and effectiveness. The proposed course on Project Management in e-Governance will be conducted in 2 phases:

Delivery of Phase I :

Under Phase I there will be four important modules viz (i) e-Governance Project Management; (ii) Government Process Re-engineering; (iii) Procurement & Financial aspects of e-Gov. Projects; and (iv) Presentation and Documentation skills.

Delivery of Phase II :

In Phase-2 of the programme, opportunity will be given to the participants to appear Professional Certification in one of the two standards of Project Management i.e. PMP and PRINCE-2 as per their choice.

4. Preparing North East For Digital India

A project on “Preparing North East for Digital India” has been approved by Govt of India for building capacities in NE region to support the initiatives taken by GoI under Digital India. Further, NeGD has been approved as the implementation agency for this project. However, the success of the project will depend on the involvement of the States and NE States should take full advantage of this project. It is also critical to sensitize the NE States to take the lead in activities under this project.

Keeping in mind the need for building capacities in NE regions, the project “Preparing North East for Digital India” has a target of training approx 16,300 government employees in different categories till March 2017.

NE States are still in the ‘infrastructure’ phase of e-Governance while rest of the country is gradually moving to the ‘transformation’ phase. The main cause of this gap is also attributed to the continuous shortage of skilled manpower in the domain of e-Governance in the NE region. IT Departments of States have already started identifying the Training Partners / Institutes in the State/region, which will be supported by NeGD through NISG with regard to Content and Expert resources for the training. Various major components of the project are as below:

- Providing training to NE officers who may later work in virtual cadre:
 - Advanced e-Governance skill development course
 - Diploma course in e-Governance
- Basic ICT skills for all Government employees in NE region
- Empanelment of capable System Integrators (SI) for NE e-gov initiatives
- Facilitate entry of more System Integrators (SI) for NE e-gov initiatives
- Define RFP and MSA template for NE region
- Development of collaborative approach for Policy Formulation with inputs to Central Government
- Establish Common SME policy for NE Region for promotion of SMEs
- Explore low-cost telecom solutions available with telcos to meet NE Region's unique requirements
- Develop mechanism for collaboration with NE Council (NEC) and DONER

5. Invitation for Bids

4.1 RFP notice

This RFP document invites detailed bid proposals from the interested parties (bidders) to submit their pre-qualification criteria, technical and financial offers for providing consultancy services as PMU towards Implementation, Operations and Management of these projects in accordance with the conditions and manner prescribed in this RFP document.

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

Bidder agencies are requested to attend a pre-bid conference on 16th Jun, 2015.

6. Critical Information

S. No	Information	Details
1.	Bid inviting authority	NeGD
2.	RFP No. and Date	N-22013/1/2015-NeGD dated 2 nd Jul, 2015

S. No	Information	Details
3.	Last date for submission of written queries for clarifications	15 th Jul, 2015 at 03:00 p.m. Email : sudipta@negp.gov.in
4.	Cost of RFP document	The cost of RFP is ZERO.
5.	Earnest Money Deposit (EMD)	Rs. 10,00,000/- (Rupees Ten lakhs) in the form of Demand Draft or Fixed Deposit Receipt (valid for a period of one year) from Nationalized/Scheduled bank in favor of: Media Lab Asia - NeGD, payable at New Delhi. OR Bank Guarantee from Nationalized/Scheduled bank in acceptable form valid for a period of 1 year.
6.	Date of pre-bid conference	21 st Jul, 2015 at 03:00 PM
7.	Release of response to clarifications and issuance of corrigendum	23 rd Jul, 2015 at 02:00 PM
8.	Last date of purchasing/downloading RFP	29 th Jul, 2015
9.	Bid Validity Period	120 days from the last date (deadline) for submission of proposals
10.	Last date (deadline) for submission of Bids	30 th Jul, 2015 up to 03:00 PM
11.	Opening of Technical Bids	31 st Jul, 2015 at 11:00 AM
12.	Technical presentation by bidders (For bidders qualifying pre-qualification criteria only)	Technical presentation will begin on 31 st Jul, 2015 at 11:30 AM in alphabetical order of bidder name. Each bidder will be given ½ hour slot to present.
13.	Opening of Financial Bids	3 rd Aug, 2015 at 02:30 PM
14.	Contact Person for queries	Sudipta Paul, Consultant Electronics Niketan, Department of Information Technology 6, CGO Complex, New Delhi Phone : +91-11-24301654 Email : sudipta@negp.gov.in

S. No	Information	Details
15.	Addressee and Address at which proposal in response to RFP notice is to be submitted:	Smt Caralyn K Deshmukh, Director (CB) Electronics Niketan, Department of Information Technology 6, CGO Complex, New Delhi Phone :+91-11-24301652 Email : carakhongwar@negp.gov.in
16.	Deadline/ last date for furnishing performance security	Within 15 days from the date of issue of Work Order.
17.	Performance security value (Performance Bank Guarantee)	10% of the quoted amount in the form of Bank Guarantee (from Nationalized/ Scheduled Banks only)
18.	Performance security validity period	Valid till Mar' 2017
19.	Deadline / last date for signing agreement	Within 15 days of receipt of the Work Order

7. Eligibility Criteria

6.1 General Eligibility

The RFP can be responded by consultancy agencies, State Training Institutes, Central Training Institutes etc. Categories of organizations can be government, semi-government and private organizations with at least three years of experience in the said categories.

6.2 Pre-Qualification Criteria

SN	Pre-Qualification Criteria	Required details
1	Certificate of Registration	The firm should possess and furnish proof of certificate of registration/incorporation. It should also provide the PAN & Service Tax registration.
2	The organization must have positive net-worth as on 31 st March 2015	Certificate by chartered accountants or statutory auditors of the bidder.
3	Is a consultancy agency	Article of Association of the bidder company and its Registration papers
4	The bidder should have average annual turnover of minimum Rs. 5 Crores from Consultancy Projects (Not applicable for all Central & State Training Institutes etc) for last three financial years (FY 2012-13, 2013-14, 2014-15)	Audited balance sheets authenticated by the Statutory auditor or firm of Chartered Accountants
5	The bidder must have completed/on-going at least two consultancy projects in e-Governance domain	References (contract details, contact details of customers, completion certificates, customer satisfaction certificate, etc.) for these projects to be provided.
6	Details of company profile & Strength	i). Company background, history and why the proposer is qualified to provide the services described in this RFP ii). A description of the firm's structure, including resumes of the principals, project manager and professional staff (qualifications, expertise, level of involvement, etc.) who would work directly with NeGD/States
7	The bidder must have company registration certificate, valid sales tax/VAT registration certificate, valid service tax registration certificate	Copy of certificates
8	The bidder must not be blacklisted/debarred/ suspended/banned by any Ministry/ Department of State or	A Self Declaration stating to this effect is required to be signed by authorized signatory of the agency with seal.

SN	Pre-Qualification Criteria	Required details
	Central Government/PSU on the last date of filing of responses to this RFP	

8. Instructions to bidders

The entire proposal shall be strictly as per the format specified in this RFP including annexure I - VII. Bids with deviation from this format shall be rejected. The bidders are required to submit the bid in two separate envelopes as follows:

Envelop A: Pre qualification Criteria - 2 copies (Original and one copy).

Envelop B: Technical Bid - 2 copies (Original and one copy).

Each copy of Pre qualification criteria and Technical Bid of the tender should be covered in separate sealed covers super-scribing "Pre-qualification Criteria" & "Technical Bid" respectively. Each copy of each bid should also be marked as "Original" & "First copy" as the case may be.

- Format for Financial Bid should be mentioned in separate Sheet.
- Two copies of each bid should be put in a single sealed cover super-scribing "Pre-qualification criteria" and "Technical Bid" as the case may be.
- Please note that prices should not be indicated in the Technical Bid. It may lead to rejection of the bid.
- Two envelopes containing copies of Pre-qualification criteria and Technical Bid should be put in another single sealed envelope clearly marked "Consultancy services as PMU towards Implementation, Operations and Management of "CB-II", "SCSP and TSP" and "Preparing North East for Digital India" projects.
- These envelopes are to be super scribed with RFP Number and the wordings "DO NOT OPEN".
- The cover thus prepared should also indicate clearly the name, address, telephone number, e-mail ID and fax number of the bidder to enable the bid to be returned unopened in case it is declared "Late".
- Each copy of the tender should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately.
- Any deficiency or deviation in the documentation may result in the rejection of the bid.
- In case of any discrepancy observed by NeGD in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

- As part of the bid, bidder should also provide the Pre-Qualification Criteria and Technical bid in soft copy format, in the form of a non-re-writeable CD (Compact Disc) as follows:

i) Two copies of CD each containing the pre-qualification criteria and technical bid - The CDs containing pre-qualification criteria and technical bid should be sealed along with the hard copies of the respective bids. The CD should contain a single PDF file with all the relevant information included in a sequence exactly as in the paper proposal.

ii) All CDs submitted by the bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the bidder using a “Permanent Pen/Marker” and should be super-scribed with “Pre-Qualification Criteria” and “Technical Bid -Soft Copy”, as the case may be and should also bear the name and number of the bidder.

iii) Bidder must ensure that the information furnished in respective CDs is identical to that submitted by them in the original paper bid document. In case of any discrepancy observed by NeGD in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

- Bidder must ensure that Technical Bid CDs do not contain any financial items/ prices.
- If the outer envelope is not sealed and marked as indicated above, NeGD will assume no responsibility for the bid’s misplacement or premature opening.

In case of any discrepancy between the soft copy and the hard copy versions of the proposal, the hard copy version will be considered as the final version and be evaluated accordingly.

7.1 Cost of RFP

The complete RFP document is available at the office of NeGD, Electronics Niketan, 6 CGO Complex, New Delhi – 110003 at no cost. The bidders can also download the RFP document from “www.negp.gov.in”.

7.2 Transfer of RFP

The RFP document is not transferable to any other bidder.

7.3 Bid Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to be done after careful study and

examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by 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 its proposal and forfeiture of the bid EMD. The decision of NeGD in this regard is final and binding to all bidders.

7.4 Proposal Preparation costs

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, and in negotiating a definitive contract or all such activities related to the bid process. NeGD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This RFP does not commit NeGD to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the bidder become the property of NeGD and may be returned at its sole discretion, provided, any materials which are identified as "Proprietary and Confidential Material of Bidder" shall remain the property of such bidder and the NeGD shall maintain confidentiality of such materials.

7.5 Signing of Communication to NeGD

All the communication to NeGD including this RFP and the bid documents shall be signed on each page by the authorized representative of the bidder and authority letter should be attached with the bid.

7.6 Bidder inquiries and NeGD responses

All enquiries / clarifications from the bidders, related to this RFP, must be directed in writing/ e - mail to the contact details notified in this RFP document. The preferred mode of delivering written questions to the aforementioned contact details would be through mail or fax or email. Telephone calls will not be accepted. In no event will NeGD be responsible for ensuring that bidders' inquiries have been received by NeGD.

7.7 Amendment of RFP Document

a) At any time till 7 days before the deadline for submission 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 RFP document by an amendment. All the amendments made in the document would be circulated to the bidders through e-mail and will form part of RFP for purpose of bid evaluation. All the amendments made will also be available on website www.negp.gov.in.

b) The bidders are advised to be in contact with NeGD on regular basis for checking necessary updates. NeGD also reserves the right to amend the dates mentioned in this RFP for bid process.

c) In order to afford 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 by a reasonable period.

7.8 Supplemental Information to the RFP

If NeGD deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. The same will be uploaded as corrigendum on www.negp.gov.in. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

7.9 NeGD's right to modify submission deadline

NeGD may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an corrigendum or by intimating all bidders who have been provided the proposal documents, in writing or by facsimile, in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

7.10 NeGD's right to terminate the process

NeGD may terminate the RFP 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 RFP does not constitute an offer by NeGD. The bidder's participation in this process may result in NeGD selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by NeGD to execute a contract or to continue negotiations. The NeGD may terminate negotiations at any time without assigning any reason.

7.11 Earnest Money Deposit (EMD)

Bidders shall submit, along with their bids, EMD of Rupees 10 Lakhs only in the form of a Demand Draft drawn on Nationalized/Scheduled bank only or in the form of Fixed Deposit Receipt (valid of one year) in favor of Media Lab Asia - NeGD payable at New Delhi. EMD may also be given in the form of Bank Guarantee valid for the period of one year mentioning all the terms and conditions of forfeitures in this bank guarantee.

- The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.

- Unsuccessful bidder's EMD will be discharged/ returned within 60 days after the selection of PMU.
- The EMD shall be submitted with the technical bid in a separately sealed envelope. Bids submitted without EMD will be rejected.
- The EMD may be forfeited:
 - If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
 - In the case of a successful bidder if the bidder fails to sign the contract for any reason not attributable to NeGD or to furnish Performance Bank Guarantee within specified time; or
 - During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization; or
 - During the bid process, if any information is found to be wrong/ manipulated/ hidden in the bid.
- The decision of NeGD regarding forfeiture of the EMD amount and rejection of bid shall be final and binding to the bidder.

7.12 Authentication of Bid

The original and all copies of the bid shall be typed or written in indelible ink. The original and all copies (hard copies) shall be signed by the bidder or a person(s) duly authorized to bind the bidder to the contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialled and stamped by the person or persons signing the bid.

7.13 Validation of interlineations in bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

7.14 Language of bids

The bids and all correspondence and documents relating to the bids, shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language. In case of ambiguity, the English version of the bid shall be considered final and binding. There should be proper page numbering on every page of bid for proper referencing.

7.15 Documents comprising the bid

The bids prepared by the bidder shall comprise of the following:

Envelop A: Pre- Qualification Criteria: The bid should comprise of Pre- Qualification Criteria along with all the supporting documents as mentioned in RFP.

Envelop B: Technical Bid: The bids prepared by the bidder shall comprise of the following:

- An authorization letter of competent authority, the bidder to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of RFP.
- Declaration that the bidder has not been debarred/ blacklisted by any State/Central Govt./ UT Administration/Semi-Government Organization/ PSU, etc. for quality of services.
- Declaration by the bidder about the projects currently undertaken and satisfactory execution of the project under NeGP/ Mission Mode Projects, and in such cases the complete details of the project value, project period, and current progress as on date should be provided. NeGD has the right to evaluate and counter check with the respective Government agency on the performance of the bidder.
- Team Composition – Proposed Team size, skill sets of people proposed to be engaged / deployed for the projects.
- Curriculum Vitae (CV) of proposed staff to be deployed for the project as per annexure-V.

7.16 Period and Validity of bids

The bid shall be valid for 120 days from the closing date of submission of the bid. In extreme circumstances, NeGD at its discretion may solicit the bidders consent to extend the period of validity. The request and the responses for the same shall be made in writing. The bid valid for shorter period shall be rejected as non responsive bid. In any case bid once submitted cannot be withdrawn. Any conditional bid would be summarily rejected.

7.17 Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of NeGD.

8 The Bid Process

8.1 Pre-Bid Conference

- NeGD will host a pre-bid conference on 16th Jun, 2015. If there would be any change in date, then the same will be informed to the bidder.
- The bidder or its official representative will be invited to attend the pre-bid conference.
- Bidders may confirm their participation one day in advance.
- The purpose of the meeting is to provide bidders with information regarding the RFP and the Project requirements, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.
- The response of the pre-bid conference shall be uploaded on the website: www.negp.gov.in
- NeGD may make modifications to the RFP if necessary as a result of pre-bid conference. All such modifications made to the RFP by NeGD will be issued as a corrigendum to the RFP shall be uploaded on the website: www.negp.gov.in

- NeGD reserves the right to hold the pre-bid conference without assigning any reason.

8.2 Tender Evaluation Committee

The Tender Evaluation Committee constituted by NeGD shall evaluate the bid response submitted by the bidders. The decision of the Tender Evaluation Committee in the evaluation of the Pre – Qualification Criteria, Technical and Financial bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the committee.

8.3 Opening of bids

NeGD reserves the right to postpone or cancel the opening of the bid.

- The bidders' representatives, who are present at the time of opening of the bid, shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the same time and location on the next working day. However if there is no representative of the bidder, NeGD shall go ahead and open the bid of the bidders.
- During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- To assist on the scrutiny, evaluation & comparison of offers, NeGD may at its discretion ask some or all the bidders for clarification of the offer. The request of and response to such clarification and response shall be necessarily be in writing.
- The bidders shall be responsible for properly super-scribing and sealing of each envelope. Neither NeGD nor the Tender Evaluation Committee shall be responsible for accidental opening of envelopes that are not properly super-scribed and sealed.

8.4 Negotiations, Contract Finalization and Award

NeGD shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked first by the Tender Evaluation Committee on the basis of best value to the project. If NeGD is unable to finalize a service agreement with the bidder ranked first, NeGD may proceed to the next ranked bidder, and so on.

8.5 Award Criteria

NeGD will award the contract to the bidder whose bid has been determined to be substantially responsive and has been determined as the Best Value Bid (a proposal which qualifies in all the two evaluation stages and proves to be the lowest Financial quote), provided further that the bidder has demonstrated that it is qualified to perform services required for the project satisfactorily.

8.6 NeGD Rights to accept / reject any or all proposals

NeGD reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids at any time prior to award of contract, without assigning any reason.

9 Evaluation Process

9.1 Overall Bid Evaluation

- Tender Evaluation Committee will evaluate and compare the bids determined to be substantially responsive.

Substantially Responsive bid: A substantially responsive bid is one, which confirm to all the requirements, terms, conditions and specifications of the Request for Proposal without any material deviations. Deviations or objections or reservations to critical provisions such as those concerning performance security, warranty, applicable Law, taxes and duties will be deemed as material deviation and make the bid liable for rejection.

- NeGD's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. It is NeGD/ Tender Evaluation Committee's intent to select the proposal that is most responsive /advantageous to the project needs and each proposal would be evaluated using the criteria and process outlined in this section.
- The technical evaluation of bids will be carried out using a points system. Bidders with score of 70 and above (56 or above for all Central & State Training Institutes etc) in the technical bid shall be considered as technically qualified. The financial bid of only the technically qualified bidders shall be opened.
- If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid would be rejected and may result in forfeiture of EMD amount.
- The Tender Evaluation Committee may waive any minor infirmity, nonconformity or irregularity which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

9.2 Evaluation of bids

Tender Evaluation Committee will carry out a detailed evaluation of the Technical bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the RFP. In order to reach such a determination, Tender Evaluation Committee will examine the information supplied by the bidders, and shall evaluate the same as per the evaluation criteria specified in this RFP.

The Tender Evaluation Committee shall invite only shortlisted bidders to make a technical presentation. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the Tender Evaluation Committee and the key points in their proposals.

Based on the technical evaluation, the financial bids of only the technically qualified bidders shall be opened by Tender Evaluation Committee. The Financial evaluation will take into account the information supplied by the bidders in the Financial Proposal, and shall evaluate the same as per the evaluation criteria specified in this RFP.

9.3 Technical Bid Evaluation

The Objective of the Technical bid evaluation is to short list bidders who have the technical expertise/skills that are essential to establish / implement this business activity as envisaged in the scheme.

The technical bids shall be evaluated by the Tender Evaluation Committee based on a weighted point system, assessing each bidder's ability to satisfy the requirements set forth in the RFP Document. The Tender Evaluation Committee will evaluate the technical proposals by taking into account factors mentioned below. The information furnished by the bidders in the technical bid shall be the basis for this evaluation

Each of the Technical bids shall be evaluated on a score of 100 points (80 for all Central & State Training Institutes etc)

Each Proposal will be evaluated according to the following criteria, but not limited to:

- Project objective, scope of work and understanding along with past experience in projects executed of similar nature. Bidders must demonstrate their experience by submitting documentary proof.
- Capability of the Proposed Team: Experience and capability of the proposed team in similar projects/technologies and relevant certifications, if any, of the project team which might help in project delivery.
- Feasibility and Technical Viability of the Proposed Solution – The bidder's Implementation, Operation and Maintenance Plan, its deployment of sound project management strategy etc. for the project. Also the quality, responsiveness, responsibility, ease of use, reliability and comprehensiveness of the proposed technologies, monitoring solution, standard Information Systems Security Policies etc. would be evaluated from the perspective of the proposed solution.
- In support of the different criteria, the bidder has to submit the applicable documents.
- An Evaluation Score (ES) shall be assigned to each prospective bidder on the basis of the technical bid submitted. The technical evaluation score shall be based on the number of points that shall be awarded as per the following Evaluation Criteria

S No.	Criteria	Marks
1	The bidder should have Average annual turnover of minimum Rs. 5 Crores from Consultancy Projects (Not applicable for all Central & State Training Institutes, IIPAs; according required ES for these institutes would be 56 to be technically qualified)	5 Cr --- 14 >5 Cr to 7 Cr --- 16 >7 Cr to 10 Cr --- 18 >10 Cr --- 20
2	The bidder must have completed/ongoing at least two consultancy project in e-Governance domain	2 proj --- 14 3 proj to 4 proj --- 16 5 proj to 6 proj --- 18 >6 proj --- 20
3	Organization profile, including short history, core competency and resources available at head office & field level.	As per evaluation committee (Max 10)
4	No. of capacity building projects completed/ongoing in e-Governance domain	2 proj --- 14 3 proj to 4 proj --- 16 5 proj to 6 proj --- 18 >6 proj --- 20
5	<u>Proposed Approach & Methodology:</u> Demonstration understanding of the project's objectives, scope and requirements. Following parameters will be examined for evaluation: 1) Clarity and depth of understanding of the project's objectives, scope and requirements 2) Risks identification and proposed mitigation plan	As per evaluation committee (Max 10)
6	Project Governance Structure, Escalation Mechanism, Status Reporting Mechanism & Project Team	As per evaluation committee (Max 10)
7	Demonstration of monitoring solution tool	As per evaluation committee (Max 5)
8	Proposed Project team to be deployed (as per format)	As per evaluation committee (Max 5)
	Total	100

9.4 Financial Bid Evaluation

The financial bid would be opened only of those bidders qualifying the technical evaluation and score a minimum of 70 marks (56 for all Central & State Training Institutes, IIPAs).

9.5 Final Evaluation of the Bid

- Financial bid of the technically qualified bidders, who scored 70 marks (56 for all Central & State Training Institutes) or more, will be opened & financial L1 will be selected from sum total of prices for all line items mentioned by the bidder inclusive of all taxes and levies.
- The L1 bidder shall be qualified for the placement of the orders.
- NeGD reserves the right to negotiate and award the contract to the bidder with the lowest bidder (L1).

10 Selection Procedure

10.1 Notification of Award of Contract

Prior to the expiration of the period of proposal validity, NeGD or its authorized person will notify the successful bidder in writing or by fax or email that the bid has been accepted.

NeGD may place the work order on the successful bidder.

The bidder shall acknowledge in writing to NeGD the acceptance of the work order and shall sign the agreement with NeGD within fifteen (15) days of receipt of the work order.

10.2 Signing of Contract

Within 15 days of receipt of the work order, the successful bidder shall sign the agreement with NeGD.

All incidental expenses of execution of the agreement shall be borne by the successful bidder.

The agreement between NeGD and the successful bidder shall cover in detail the aspects/terms of contract such as mentioned below but not limited to:

- Performance security
- Warranty
- Payment
- Prices
- Assignment
- Sub-contracts
- Termination
- Applicable Law
- Notices
- Change orders
- Taxes and Duties
- Confidentiality
- Limitation of liability

- Training and consultancy
- Technical Documentation
- Project Management
- Bidder's obligations
- Department's obligations
- Patent Rights
- Any additional items as decided by NeGD

Thereafter the successful bidder shall be officially termed as "Programme Management Unit – PMU" for NeGD under the CB scheme.

10.3 Performance Bank Guarantee

The bidder shall submit Bank Guarantee of amount equivalent to 10% of the contract value as unconditional and irrevocable Performance Bank Guarantee (PBG) from the Nationalized/ Scheduled Bank in the name of Media Lab Asia - NeGD.

The Performance Bank Guarantee shall be valid till the end of Mar, 2017 from the signing the agreement. The Performance Bank Guarantee shall be returned to the bidder only on completion of all work satisfactorily by Mar, 2017. In case bidder fails to perform the obligation as per the agreement, the Performance Guarantee will be evoked by NeGD. The Performance Guarantee shall be returned to the bidder within 60 days from the date of the successful discharge of the contractual obligations.

In the event of the bidder being unable to service the contract for whatever reason, NeGD would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever NeGD under the contract in the matter, the proceeds of the PBG shall be payable to NeGD as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. NeGD shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the bidder is in default.

NeGD shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatements.

10.4 Miscellaneous Terms & Conditions

The bidders must individually submit their technical and financial offers. Consortium is not allowed.

The end product of the work assignment carried out by the selected bidder, in any form, will be the sole property of NeGD.

The selected bidder shall not outsource the work to any other associate / franchisee / third party under any circumstances without the written prior approval of NeGD.

The selected bidder shall perform the services and carry out its obligations with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional training / consulting standard recognized by national / international professional bodies and shall observe sound management practice. It shall deploy appropriate advanced technology and safe and effective methods.

The selected bidder automatically agrees with NeGD for honoring all aspects of fair trade practices in executing the work orders placed by NeGD.

The selected bidder shall take all the necessary permission required from various Government bodies, and other entities wherever required to carry out the work.

In the event the selected bidder or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with NeGD, should be passed on for compliance to the new company/ new division in the negotiations for their transfer.

All the cost and charges in the bid should be expressed in Indian rupees without any dependence on exchange rate, duty or tax structure.

The financial bid quoted by the bidder must be inclusive of all type of expenses including any type of tax etc. No additional amount will be paid in excess to the quoted price.

Travel requirement of PMU resources would be decided by NeGD and prior approval of NeGD authorities will be required for undertaking official journeys.

10.5 Failure to agree with the terms & conditions of the RFP

Failure of the bidder to agree with the terms & conditions of the RFP shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

10.6 Agreement

NeGD shall execute an agreement with the bidder as per the terms and conditions of the RFP. The conditions stipulated in the agreement must be strictly adhered to and any violation of any of the conditions will entail termination of the contract without prejudice to the rights of NeGD. In such a case, NeGD has the right to invoke Performance Bank Guarantee and further right to terminate the entire or part of the contract by giving 3 months notice period.

10.7 Indemnity

Bidder has to indemnify NeGD against any claims, losses, causes, damages, expenses, action suits and other proceedings, resulting from any proceedings initiated against NeGD for any deficiency in services related to the project provided by the bidder during the period of contract.

10.8 Force Majeure

Force majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the terms of the contract, bid and/or the tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a force majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing/ fax/ e-mail at the earliest. NeGD will make the payments due for services rendered till the occurrence of force majeure. However, any failure or lapse on the part of the bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a force majeure all parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of force majeure.

Force majeure clause shall mean and be limited to the following in the execution of the conditions of empanelment placed by NeGD:-

- War / hostilities
- Riot or Civil commotion
- Earth quake, flood, tsunami, tempest, lightning or other natural physical disaster
- Restriction imposed by the Government or other statutory bodies, which is beyond the control of the selected bidder, which prevents or delays the executive of the order by the selected bidder.

The selected bidder shall inform NeGD in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, NeGD reserves the right to cancel the conditions of empanelment without any obligation to compensate the selected bidder in any manner for what so ever reason, subject to the provision of clause mentioned above.

Applicable Law - The conditions 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.

Notwithstanding above, the decision of NeGD shall be final and binding on the bidder.

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to fire, flood, tsunami, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, authorized acts lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the bidder shall promptly notify NeGD in writing of such condition and the cause thereof. Unless otherwise directed by NeGD, the successful bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder shall, at the discretion of NeGD, be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

11 Scope of Work

Overall scope of work for bidder is to enhance skill, scale and speed of providing services to citizens by building capacities among central and state government employees. Right kind of e-Governance trainings are imparted to develop the skill set required for the job. All training modules are aligned against e-Governance Competency Framework. The bidder needs to provide a monitoring tool

Name of Project	Scope of work
For all the 3 projects	Liaison and co-ordination with all stakeholders such as State/UT/Central Ministries, training partners, content manager for projects mentioned in (2), (3) and (4).
	Concurrent evaluation of training programmes /workshops /activities delivered as part of the projects
	Analysis of feedback and provide recommendations
	Projecting total fund requirements every year for preparation of Budget Estimates
	Manage and monitor fund disbursal for the Scheme
	Maintaining and updating the fund tracker on a regular basis
	Identify areas where guidelines and standard procedures are required
	Issue guidelines and other communications to stakeholders
	Revise and re-issue such guidelines / procedures based on feedback from States and DeitY

	Create and manage a project library containing all the project documentation, including but not limited to database of trainers, training materials/e-materials, training calendars, feedbacks, various guidelines issued etc.
	Operationalization of project monitoring tool
	Customization of the tool as and when required
	Prepare and send reports highlighting financial and physical progress on monthly, quarterly and annually basis
	Provide training of the monitoring tool to all its users
	Maintenance of the tool till project duration (Mar' 2017) and thereafter handover to NeGD

*PMU would get manpower support from NE State Governments for NE project

11.1 Project Management

The bidder shall depute a team comprising minimum of one Project Manager and team of consultants for management of the projects within 15 days of placement of work order till the completion of the period of contract. This team should be qualified and experienced for smooth and early completion of work. This manpower will not be changed or replaced during the duration of the project except on grounds of non performance and in such cases views of NeGD will be considered before any such action by bidder.

The bidder shall also submit a list of staff (along with the CVs with technical bid) who shall be responsible for the work. The bidder shall ensure that the resources would be assigned on full time basis for the project to ensure proper implementation.

The bidder is required to provide the organization chart clearly indicating number of personnel proposed to be deployed. Considering the magnitude of the project, bidder shall be required to size the team appropriately and provide details of the same.

NeGD shall identify and provide the suitable place for the bidder's personnel.

11.2 Man Power Requirements

The bidder shall deploy number of qualified and experienced manpower as per the requirement for implementation and operations of the scheme.

11.3 Implementation methodology

The bidder shall adopt industry best practices to ensure smooth implementation of the project.

NeGD will nominate one Officer to function as Project Director, along with a core group who will liaise and coordinate all work relating to the project on behalf of NeGD.

11.4 Project Team

The bidder will put together a team for implementation of the projects and will define the roles and responsibilities of all teams. This needs to be submitted by the bidder within 15 days of the award of the contract and will be subject to approval by NeGD.

12 General conditions and Penalty

12.1 Fraud and Corruption

NeGD requires that the applicants 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 response of the bidder, if the bidder has been determined by NeGD to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- "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 project.
- "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 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.
- "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- "Collusive practices" means a scheme or arrangement between two or more applicants 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 applicant 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.

12.2 Confidentiality

Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the applicants 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 process may result in the rejection of their application.

Moreover, in the performance of this Agreement or in contemplation thereof, bidder and its employees and agents may have access to confidential information owned or controlled by the other party relating to content, project, programs, software, plans and other data (hereinafter 'Information'), All Information supplied by one NeGD or any other government department, which is not in public domain. The receiving bidder shall use a reasonable degree of care, which the receiving bidder uses to protect its own proprietary and confidential information, to keep, and have its employees and agents keep, confidential any and all Proprietary Information. In keeping therewith, the recipient shall not copy or publish or disclose the Proprietary Information to others, or authorize its employees, or agents or anyone else to copy, publish or disclose it to others, without the disclosing party's written approval, nor shall the receiving party make use of the Proprietary Information except for the purposes of executing its obligations hereunder, and shall return the Proprietary Information to the disclosing party at its request. These nondisclosure obligations will not apply to Proprietary Information which: (a) becomes generally known to the public by publication or by any means other than a breach of duty on the party of the recipient hereunder; (b) is information previously known to the recipient; (c) is information independently developed by or for the recipient; or (d) is information released by the owning party without restriction or released pursuant to a judicial or governmental decree.

12.3 Applicable Law

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

12.4 Jurisdiction of Courts

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

12.5 Termination / Withdrawal

Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving three months advance notice in writing to the other party.

a. NeGD reserves the right to withdraw/ terminate contract of applicant in any of following

circumstances:

- Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
- Information provided to NeGD is found to be incorrect;
- Bid conditions are not met within the specified time period;
- Misleading claims are made;
- Clear evidence is received that bidder has breached copyright laws/ plagiarized from another source;

b. If the bidder does not execute the contract to the satisfaction of the NeGD then the NeGD may invoke any or all of the following clauses.

- Forfeit the Performance Guarantee Amount
- Terminate the contract without any liability of NeGD.

12.6 Only one application

An applicant may submit only one proposal on its own. If an applicant submits more than one proposal on its own, both proposals shall be disqualified.

12.7 Disclaimer

(i) This RFP is not an offer by the NeGD, but an invitation to receive responses from eligible interested applicants as Consultancy agency for PMU for CB-II. 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 responses submitted by them. It is the responsibility of the applicants to provide all supporting documents necessary to fulfill 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.

12.8 Binding Clause

All decisions taken by the NeGD regarding this contract shall be final and binding on all concerned parties.

12.9 Bidder's Integrity

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

12.10 Bidder's Obligations

- a. The Bidder is obliged to work closely with the NeGD's staff, act within its own authority and abide by directives issued by the NeGD/States.
- b. The Bidder will abide by the job safety measures prevalent in India and will free NeGD from all demands or responsibilities arising from accidents or loss of life the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents and will not hold NeGD responsible or obligated.
- c. The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanor.

12.11 Penalty

S. No.	Activity	Timeline	Responsibility	Penalty
1	Issue of Work Order to the Successful Vendor	T0	NeGD	
2	Submission of Performance Bank Guarantee by the bidder and completion of contract signing formalities	T1 = T0 + 15 days*	Bidder	
3	Placement of Team in NeGD after fulfillment of due process of selection of the team by NeGD officers	T2 = T1 + 10 days	Bidder	Rs 2,000 per day per resource.
4	Completion of placement of all resources	T3 = T2 + 15 days	Bidder	Rs. 5000 per day per Resource

* If the bidder fails to submit PBG within 15 days from the issue of work order, EMD would be forfeited and the bid response submitted by the bidder stands rejected and NeGD may proceed to the next ranked bidder, and so on.

12.12 Operational Penalties

S. No.	Parameter	SLA	Penalty
1	Shortfall of attendance of resources	If a resource is absent for 7 consecutive working days without any reasonable cause, then the resource will have to be replaced, if required	In such case, penalty of Rs 2,000/- per person per day would be levied till deployment of resource of same or more expertise and experience
2	Substitution of resources from those CVs provided with the technical bid	No substitution of those resources will be allowed whose CVs have been provided along with the technical bid	Penalty of Rs. 2 Lakhs per substitution of resources whose CVs have been provided along with the technical bid

If the deduction on account of penalty / liquidated damages exceeds more than 10% of the total contract value, NeGD reserves the right to cancel the contract and forfeit the PBG.

12.13 Working Hours / Days

- a) When engaged, the Consultants will keep to the normal working hours of NeGD or the State Government where the consultant is placed.
- b) The Consultants will also follow the Holiday Schedule of DeitY or the State Government where they are placed.
- c) When engaged the Consultants will work exclusively on these projects. The Consultant will not work on any other assignment during the days for which they are required to work for these projects.

12.14 Approval / Clearances

All the necessary approvals/ clearances from concerned authorities (such as Govt duties, tax etc) required for discharging services by the bidder shall be obtained by the SI.

13 Payment Terms

Payments based on deliverables of the contract are as below:

S. No	Activity	Payment (% of total project cost)
1	Completion of placement of all resources as proposed in 3 projects	5%

2	Successful implementation and operationalization of monitoring tool	3%
3	Successful training of monitoring tool to all its users in DeitY	2%

- The payment term would be till Mar' 2017.
- All the deliverables to be certified by Project Director, CBMC.
- Payments to be made at the end of each quarter subject to submission of invoice by the bidder on pro-rata basis of net 90% of payable after adjusting penalties, if any, considering milestones achieved.

For any delay in completion of any of the above deliverables beyond Mar' 2017, a 10% penalty of total project cost would be levied for completion of the deliverable beyond that timeframe.

13.1 Change Orders

NeGD may at any time before completion of work under project awarded to the bidder, change the work content by increasing/reducing the quantities of the services by 20% as mentioned in the Contract Agreement for execution of the Project, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the bidder will have to perform the service in the increased/decreased quantity at the same contract rates within the time stipulated for providing services to NeGD.

14 Exit Management

In case of exit due to termination prior to expiry of the agreement for any reason whatsoever, the bidder shall pay liquidated damages to NeGD to compensate for the various losses and reputation due to the delay. In such circumstances NeGD shall not make any further payments and shall recover all amount paid to the bidder after levying 10% interest.

1) Upon completion of the contract period or upon termination of the agreement for any reasons, the bidder shall comply with the following:

- Notify to NeGD forthwith the particulars of all Project Assets;
- Deliver forthwith actual or constructive possession of the Project free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by NeGD, for fully and effectively divesting the bidder of all of the rights, title and interest of the bidder in the Project and conveying the Project.

2) Subject to clause (1) of exit management, upon completion of the contract period or upon termination of the agreement, the bidder shall comply and conform to the following Divestment Requirements in respect of the project:

a) All project assets including the hardware, software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the project is compliant with the specifications and standards set forth in the RFP, agreement and any other amendments made during the contract period;

b) The bidder delivers relevant records and reports pertaining to the project and its operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment date;

c) The bidder executes such deeds of conveyance, documents and other writings as NeGD may reasonably require to convey, divest and assign all the rights, title and interest of the bidder in the project free from all encumbrances absolutely and free of any charge or tax to NeGD, or its nominee;

d) The bidder complies with all other requirements as may be prescribed under applicable laws to complete the divestment and assignment of all the rights, title and interest of the bidder in the project free from all encumbrances absolutely and free of any charge or tax to NeGD or its nominee.

3) Not earlier than 3 (three) months before the expiry of the contract period but not later than 30 (thirty) days before such expiry, or in the event of earlier termination of the contract, immediately upon but not later than 15 (fifteen) days from the date of issue of Termination Notice, the Independent Consultant as nominated by NeGD shall verify, in the presence of a representative of the bidder, compliance by the bidder with the Divestment Requirements set forth in relation to the project and, if required, cause appropriate tests to be carried out at the bidder's cost for determining the compliance therewith. If either party finds any shortcomings in the Divestment Requirements, it shall notify the other of the same and the bidder shall rectify the same at its cost.

4) Upon the bidder conforming to all Divestment Requirements and handing over actual or constructive possession of the project to NeGD or a person nominated by NeGD in this regard, NeGD shall issue a certificate substantially in the form set forth, which will have the effect of constituting evidence of divestment of all rights, title and lien in the project by the bidder and their vesting in project pursuant hereto. NeGD shall not unreasonably withhold issue of such certificate. The divestment of all rights, title and lien in the project shall be deemed to be complete on the date when all the Divestment Requirements have been fulfilled or the Certificate has been issued, whichever is earlier, it being expressly agreed that any defect or deficiency in any Divestment Requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by NeGD or its nominee on or in

respect of the project on the footing as if all Divestment Requirements have been complied with by the concessionaire.

14.1 Bankruptcy and Insolvency

NeGD can terminate the contract if the bidder becomes bankrupt and/or loses the desired state of solvency with a notice of 30 days. NeGD, in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to the termination. NeGD will also, in such cases have the right to recover any pending dues by invoking the performance bank guarantee or any such instrument available with NeGD.

Annexure-I: Declaration (On the Respondent's Letter Head)

DECLARATION

- i. I, _____ (Name & Designation) solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be debarred from selection.

- ii. I permit NeGD to inspect my records to ascertain the above facts.

- iii. I permit NeGD to cross check the above facts from any other source.

- iv. I or my authorized representative, if required by NeGD, would make a presentation before the duly constituted Committee at my own cost.

- v. I will abide by the decision of NeGD regarding empanelment.

- vi. I have read & understood the RFP and agree to all the terms & conditions stated therein.

SIGNATURE

Full name and designation:

Date:

(Seal of organization)

Annexure-II: Covering letter with the Proposal in response to RFP Notice

(To be submitted on the Letterhead of the responding firm)

{Place}

{Date}

To

The Director-CBMC

National e-Governance Division,

6 CGO Complex,

Electronics Niketan (4th Floor)

New Delhi - 110003

Ref: RFP for the selection of consultancy agency for PMU of CB-II, reference RFP no. _____ dated _____

Subject: Submission of proposal in response to the RFP for “selection of consultancy agency for PMU of CB-II”.

Dear Sir/Madam,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP no. _____ dated _____ for “**PMU for CB-II**”, in full conformity with the said RFP document.

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

3. In the event of acceptance of our bid, we do hereby undertake:-

- To commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.
- We affirm that the prices quoted are inclusive of all charges and all sales/service taxes.

4. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of **120 days** from the date of submission of the bid.

5. The EMD of 10 Lakhs submitted by us may be en-cashed if we do not submit the requisite Performance Bank Guarantee within 15 days of award of contract for “**PMU for CB-II**”.

6. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

RFP for Selection of PMU for CB II

7. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.

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

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

Please find enclosed details of our company in the format as given in Annexure – III.

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

Sincerely,

FIRM'S NAME

Signature of Authorized Signatory and Seal of the bidder

Name

Title

Date:

Annexure-III: Details of the Responding Firm

S.No.	Particulars	Details to be Furnished
1	Details of the Responding Firm	
	Name	
	Address Corporate Office, Local Office	
	Telephone	
	Fax	
	Website	
	e-Mail	
2	Details of the Authorized person for the bid	
	Name	
	Designation	
	Telephone	
	Fax	
	e-Mail	
3	Status of the firm/Company (Public /Pvt. Ltd.)	
	Details of Registration	
	ROC Ref No	
	Date	
4	Number of Professionals (On the rolls of the firm) providing managed services (Excluding temporary staff)	

Annexure-IV: Financial Information Summary

Sr. No.	Name of the Bidder	Turnover (in INR - Crores)		
		FY 2013-14	FY 2013-14	FY 2014-15

Note: Please enclose balance sheet and Profit & Loss statement duly certified by authorized auditor.

Annexure-V: Curriculum Vitae (CV) for Proposed Professional Staff* Template

1. **Proposed Position** [only one candidate shall be nominated for each position]:
2. **Name of Firm** [Insert name of firm proposing the staff]:
3. **Name of Staff** [Insert full name]:
4. **Date of Birth: Nationality:**
5. **Education** [Indicate college/university and other relevant specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
6. **Membership of Professional Associations:**
7. **Other Training** [Indicate significant training since degrees under “5 – Education” were obtained]:
8. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]:
9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held, Project handled.]:

From [Year]: To [Year]:

Employer:

Positions held:

Detailed Tasks Assigned	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[List all tasks to be performed under	[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the project]

this assignment]	Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:
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11. Staff is resident / native of:

12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:

*** Minimum Qualification for Proposed Professional Staff:**

S No.	Role	Qualification	Total Work Experience Years	Experience in the domain of IT consultancy (in Yrs)
1	Project Manager	(B.Tech/B.E /MCA) + MBA	10	3
2	Consultant	B.Tech/B.E /MCA/ MBA	5	2 including consultancy / Software development

Annexure-VI: Financial Proposal Covering Letter

{Place}

{Date}

To

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

Ref: RFP no. _____ dated _____

Subject: Submission of financial proposal in response to the RFP for selection of PMU for CB-II

Dear Sir,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated _____. Our Financial Proposal is submitted as per the instructions given in the RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal. Any change in the government's tax during the project duration will be borne by us and will not be transferred to NeGD.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Annexure-VII: Format of sending Pre-bid queries

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Name of the Bidder- <<>>

Contact Address of the Bidder- <<>>

Sr. No.	Section No.	Page No.	Query	Remark
1				
2				
3				
4				

Signature:

Name of the Authorized signatory:

Company seal: