

| NeGD Responses to the Queries _RFP for Impact Assessment of Capacity Building Phase- II and DPR Development | | | | | |
|---|--------------------|----------|--|---|--|
| S. No. | Section No. | Page no. | Query | Remarks | NeGD Response |
| 1 | Section 3, Point 6 | 6 | Last date (deadline) for submission of RFP Proposal | The timelines for the preparation of the proposal have been kept very aggressive. We request you to please extend the submission date from 28th March 2016 to 7th April 2016 | Pls refer Corrigendum 2 |
| 2 | Section 5, Point 3 | 8 | Should have completed minimum 2 assignments of impact assessment/ Programme evaluation of similar kind of programme in the last 7 years (From 2008-09 to 2014-15). | 1) Kindly allow ongoing assignments/projects as well. Also it is requested to allow Signing Authority to provide the certificate. 2) Kindly clarify if an assignment is allowed, which had got completed during last 7 years but had been awarded before Yr 2008-09. | as per RFP; an assignment completed during the desired duration will be considered |
| 3 | Section 6, Point 2 | 9 | Develop approach and impact assessment plan considering various stakeholders involved in the Capacity Building plan along with strategy to reach them, deliverables and milestones stakeholders. Obtain NeGD sign off over the plan. | As per a document shared on NeGD website, the Capacity Building Scheme Phase II is categorized into five programmes and e-Learning Programmes. Kindly clarify if the approach and impact assessment plan is to be developed for above mentioned 6 programmes only. | Pls refer Annexure I (page 24-26) attached in the RFP and Corrigendum 2 |
| 4 | Section 6, Point 5 | 9 | Connect to the intended audience and conduct the survey/ assessment. This include, but not limited to, conducting primary survey, secondary study, data collection, virtual and phase to phase meetings with the intended stakeholders and target audiences. | 1) Kindly clarify the term "intended audience" and the selection criteria of intended audience. 2) The scope requires Primary research also, kindly specify the mode of primary research. | The group of audinces that should be required to reach to conduct assesment. This Includes, but not limited to, State/UT IT depts and agencies, SeMT members, trainees underwent CB programmes and their sponsors/ superiors/ HODs State and Central Line Dept, etc. |

NeGD Responses to the Queries _RFP for Impact Assessment of Capacity Building Phase- II and DPR Development

| S. No. | Section No. | Page no. | Query | Remarks | NeGD Response |
|---------------|---------------------|-----------------|---|---|---|
| 5 | Section 7, Point 3 | 10 | Assessment Strategy and tools | Kindly clarify the term "Tools". Does it require developing/procuring a software or IT tool. If yes, then it needs to be mentioned in the scope of work and also to be included in the financial bid. | Tools means to assesment tools that include questionnaires etc. Administration of tool will be part of bidders approach and methodology |
| 6 | Section 13, Point 1 | 13 | Total no. of project took up/ implemented in e-Governance consulting (Certification of Completion and/or work order or payment intimations is required for completed and ongoing projects) in last 3 years 2012-13, 13-14 and 14-2015. (provide details as per Annexure XI) | It is requested to rephrase the criterion as "Total no. of projects completed/ on going in eGovernance consulting (Certification of Completion for completed engagements and work order for ongoing engagements are required to be submitted) in last 3 years 2012-13, 13-14 and 14-2015. (provide details as per Annexure XI)" | Pls refer Corrigendum 2 |
| 7 | Section 13, Point 2 | 13 | Total no of Government impact assessment/ Programme of similar nature done in past during last 7 years (From 2008-09 to 2014-15). | It is requested to rephrase the criterion as "Total no of Government impact assessment/ Programme of similar nature completed/ongoing in past during last 7 years (From 2008-09 to 2014-15)." | as per RFP; |
| 8 | Section 13, Point 3 | 13 | Marks >>as per evaluation Committee | 1) This is open and unclear. Please clarify the weightage and individual marks for Technical Proposal, timelines and Proposed Project team to be deployed, etc. 2) Also minimum required manpower has not been mentioned. Kindly mention the minimum required manpower. | as per RFP |
| 9 | Section 13, Point 4 | 14 | Technical bid evaluation Criteria, S.No. 3 and 4 | We appreciate that marks shall be accorded by the committee, however its not clear what is weightage marks for each sub-parameter and how the marks shall be accorded by the committee to such sub-paramters. | as per RFP |

| NeGD Responses to the Queries _RFP for Impact Assessment of Capacity Building Phase- II and DPR Development | | | | | |
|---|--------------------------|----------|--|--|--|
| S. No. | Section No. | Page no. | Query | Remarks | NeGD Response |
| 10 | Section 19.7, Point (ii) | 22 | In case, information required by NeGD is not provided by Proposer, NeGD may choose to proceed with evaluation based on information provided and shall not request the Proposer for further information | It is requested that this clause maybe rephrased as under: "In case, information required by NeGD is not provided by Proposer in given time limit , NeGD may choose to proceed with evaluation based on information provided and shall not request the Proposer for further information" | as per RFP, in case it is so considered and asked for, the intimation will specify the timelimit. |
| 11 | General | | Payment terms | In the current RFP document, payment terms have not been spelt out. Request is submitted to include the same as part of this RFP. | Pls refer Corrigendum 2 |
| 12 | Not mentioned in the RFP | | Duration of engagement | It will be difficult for all the bidders to estimate the effort of resources in absence of minimum required manpower and duration of the engagement. Thus it is requested to please indicate the minimum manpower effort which NeGD has estimated and the duration of this engagement. | The scope of work do not desire man power but defined deliverabks as per scope of work. Therefore its the bidders resposnibility to estimate and deploy the suitable team considering scope of work and proposed timeplines. |
| 13 | Not Covered in the RFP | | Limitation of Liability of the Proposer | PwC proposes that the Proposer's entire and collective liability arising out of or relating to the Contract and the RFP, including without limitation on account of performance or nonperformance of obligations hereunder, regardless of the form of the cause of action, whether in contract, tort (including negligence), statute or otherwise, shall in no event exceed the professional fees paid to the Proposer under this Contract. Also, Parties shall not be liable for any indirect or consequential losses of any nature whatsoever. | Pls refer Corrigendum 2 |

NeGD Responses to the Queries _RFP for Impact Assessment of Capacity Building Phase- II and DPR Development

| S. No. | Section No. | Page no. | Query | Remarks | NeGD Response |
|---------------|------------------------|-----------------|------------------------------------|---|---|
| 14 | Not Covered in the RFP | | Intellectual Property Rights (IPR) | <p>PwC is willing to pass ownership in certain agreed final deliverables to the client, but typically does not accept a blanket obligation to pass ownership in everything used, created or delivered under the contract. Generally, No firm would pass ownership in drafts, correspondence, or working papers to client.</p> <p>Please clarify this in the RFP</p> | as per RFP. refer para 9, clause 6, page 9 of RFP |
| 15 | Not Covered in the RFP | | Third Party Claim Risk | <p>Consulting Firms would typically insist on indemnity protection from its clients against third party claims on them.</p> <p>The specific parameters of Consultant's role should be clearly defined so that there is no perception of any third party benefiting from Consultant's services.</p> <p>Please clarify this in the RFP</p> | as per RFP. |

NeGD Responses to the Queries _RFP for Impact Assessment of Capacity Building Phase- II and DPR Development

| S. No. | Section No. | Page no. | Query | Remarks | NeGD Response |
|--------|--|----------|--|---|--|
| 16 | 3, Fact Sheet, Sr. No. 6 & 9.5 | 6 & 11 | Request for extension of the last date (deadline) for submission of RFP proposal. | <p>You are requested to extend the deadline for submission of response to this RFP by 2 weeks, till 29-04-2016.</p> <p>Kindly note that as per GFR guidelines, bidders should be given a minimum of 3 weeks from the date of publishing of the RFP and a minimum of 15 days after publishing of a corrigendum to submit their responses.</p> <p>It is expected that a corrigendum would be released post the pre-bid meeting on 07-04-2016. NeGD is requested to provide at least 2 - 3 weeks to the bidders post the release of corrigendum requiring additional time for internal compliance, approvals and designing solutions as per the corrigendum.</p> | Pls refer Corrigendum 2 |
| 17 | 3, Fact Sheet, Sr. No. 11 & 10.3.1.4 | 6 & 12 | Request for NOC letter along with the Original EMD (if submitted in FD form) at the time of returning. | <p>EMD of Rs. 2 Lakhs in the form of Demand Draft or Fixed Deposit (FD) has been requested in the RFP. As per the banking norms, they require a NOC letter along with the original FD at the time of returning FD (EMD Amount). The NOC letter should mention that there is no liability of the bidder towards the NeGD and the FD may be realized by the bidder.</p> <p>We request for the NOC letter along with Original FD (EMD) at the time of returning of EMD.</p> | as per RFP. applicable release letter will be provided |
| 18 | 5, Pre-Qualification Criteria Point 1 i) & ii) | 8 | Request to include / consider Limited Liability Partnership | We request to include firms under Limited Liability Partnership under LLP Act 2008. The documents Certificate of Incorporation of the bidder under LLP Act, certificate of conversion and CA certificate may be provided by the bidder. | as per RFP. |

NeGD Responses to the Queries _RFP for Impact Assessment of Capacity Building Phase- II and DPR Development

| S. No. | Section No. | Page no. | Query | Remarks | NeGD Response |
|---------------|--|-----------------|---|--|---|
| 19 | 5. Pre- Qualificatio n Criteria Point 3 | 8 | Request to include Self Certificate (Certified by authorised Signatory) of Completion as documentary evidence for any completed project | Kindly allow Work order submission along with Self Certificate of Completion (Certified by authorised Signatory) as documentary evidence for any completed project. RFP already provisions Declaration (page 29- Annexure- IV) on behalf of the Firm which effectively covers any wrong information being provided by the Firm. In addition the NeGD can always check back with any client under the submitted credentials, in case NeGD wishes to check the same. | as per RFP |
| 20 | 6.3 / 6.4 / 6.5 / 6.6 / 6.11 Scope of Work | 9 | Assessment Plan/ Sample Size/ Reach | We request to define the reach of the assessment like no. of departments to be covered, no. of initiatives/projects to be evaluated, number / levels of officials to assessed etc. This may assist the bidder in proper estimation of efforts and propose responsive technical & financial bid. | as per RFP. Refer clause 6 para 3 and 11. The approach and sampling methodology shall be part of bidders proposal. The numbers of state/ Central Line Dept expected to cover are mentioned in para 11. |
| 21 | 6.6 Scope of Work | 9 | Request clarification on scope of work of consultants with regards to the conduct of Workshop. | We understand that the scope of work for the successful bidder shall be limited to share of observations/findings and collect inputs from attendees to include in designing roadmap and DPR. The organize / conduct of the workshop shall be the responsibility of NeGD including the communication with the list of attendees. Please clarify. | While the cost of logistics, participants communication, travel etc will not be the bidders responsibility; the design, moderation and conduct of workshop considering objective would be bidders responsibility. |

NeGD Responses to the Queries _RFP for Impact Assessment of Capacity Building Phase- II and DPR Development

| S. No. | Section No. | Page no. | Query | Remarks | NeGD Response |
|---------------|--|-----------------|---|--|--|
| 22 | 6.5 & 6.10 Scope of Work | 9 | Request for consideration in case of delay beyond the control of consultants. | We understand that this assessment study involves multiple stakeholders and there may be a challenge in meeting the timelines due to delays beyond the control of consultants like: Availability of Department officials for survey, delays in the response submitted by the officials, delays in approval of assessment plans and others. We request that consultants may not be held responsible for delays beyond their control. | as per RFP |
| 23 | 6.11 Scope of Work | 9 | Request to clarify if the sample size (at least 7 states/UT and 3 central line ministries / MMPs) is to be chosen by bidder or by NeGD. | We understand that the sample size (at least 7 states/UT and 3 central line ministries / MMPs) with at least 2 samples each from category A, B and C state/ UTs types (ref. Annexure II of RFP) & at least one NE states / UTs to be included for the survey. We request for clarification if the sample size is to be chosen by bidder or by NeGD as this may impact the financial proposal | as per RFP. Refer clause 6 para 3 and 11. The approach and sampling methodology shall be part of bidders proposal. The numbers of state/ Central Line Dept expected to cover are mentioned in para 11. |
| 24 | 13, Technical Bid Evaluation criteria Point 2 | 13 | Request to include Self Certificate (Certified by authorised Signatory) of Completion as documentary evidence for any completed project | Kindly allow Work order submission along with Self Certificate of Completion (Certified by authorised Signatory) as documentary evidence for any completed project. RFP already provisions Declaration (page 29- Annexure- IV) on behalf of the Firm which effectively covers any wrong information being provided by the Firm. In addition the NeGD can always check back with any client under the submitted credentials, in case NeGD wishes to check the same. | as per RFP |

NeGD Responses to the Queries _RFP for Impact Assessment of Capacity Building Phase- II and DPR Development

| S. No. | Section No. | Page no. | Query | Remarks | NeGD Response |
|---------------|---|-----------------|---|---|--|
| 25 | 13, Technical Bid Evaluation criteria Point 3 | 13 | Request for clarification on indicative timelines for completion of the project. | <p>We understand that their has been no timelines prescribed for the entire assignment in the RFP.</p> <p>We request to provide indicative timelines for the assignment which may help in proper estimation of efforts and resources by prospective bidders and submit responsive bid in response to RFP.</p> | Pls refer Corrigendum 2 |
| 26 | 13, Technical Bid Evaluation criteria Point 3 | 13 | Request for clarification on project team size and desired profiles. | <p>We request to provide details of team size and desired profiles for the assignment which may help in proper estimation of resources by prospective bidders and submit responsive bid in response to RFP.</p> <p>This may further help NeGD in evaluation and selection of best proposal and agency for the assignment.</p> | The scope of work do not desire man power but defined deliverabks as per scope of work. Therefore its the bidders responsibility to estimate and deploy the suitable team considering scope of work and proposed timeplines. |
| 27 | 19.2 Confidentiality | 20 | Request that the obligations be valid for a period of 3 years from the date of termination of this agreement. | We request to add the following in the end of the para, "These obligations shall be valid for a period of 3 years from the date of termination of this Agreement." | as per RFP |
| 28 | 19.11 Penalty Clause | 22 | Request for clarification on the penalty clause. | <p>We understand that selected bidder and NeGD shall aim to complete the assignment within timelines. As per the RFP, detailed scope of work, timelines of deliverables, payment terms and penalty clauses will be shared during actual allocation of work.</p> <p>We request for clarification the penalty clauses</p> | Pls refer Corrigendum 2 |

NeGD Responses to the Queries _RFP for Impact Assessment of Capacity Building Phase- II and DPR Development

| S. No. | Section No. | Page no. | Query | Remarks | NeGD Response |
|--------|--|----------|---|---|--------------------------------|
| 29 | 19.11 Payment Terms | 22 | Request for clarification on the incidental expenses. | As per the RFP, all incidental expenses of execution of the agreement shall be borne by the successful proposer. We request for clarification on the incidental expenses and suggest that consultants may not be held responsible incurring expenses on reasons beyond their control. | as per RFP. |
| 30 | Annexure IV: Declaration (On the Proposer's Letter Head) | 29 | Request to consider declaration from the firm participating in the bid and not from the individual. | As understood, the declaration is from the firm participating in the bid and not from the individual. Thus request you to modify the statement as below 1. I, _____ (Name & Designation) solemnly affirm on behalf of<name of the Firm> 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. 2.<name of the Firm> permits NeGD to inspect my records to ascertain the above facts. 3.<name of the Firm> permits NeGD to cross check the above facts from any other source. 4. I or my authorized representative on behalf of<name of the Firm> , if required by NeGD, would make a presentation before the duly constituted Committee at my own cost 5. I on behalf of<name of the Firm> have read & understood the RFP and agree to all the terms & conditions stated therein. | Pls refer Corrigendum 2 |

NeGD Responses to the Queries _RFP for Impact Assessment of Capacity Building Phase- II and DPR Development

| S. No. | Section No. | Page no. | Query | Remarks | NeGD Response |
|---------------|--------------------|-----------------|---|--|--------------------------------|
| 31 | New clause | ew claus | We request to add new clause on Limitation of Liability | We request to add new clause on Limitation of Liability: NeGD, DeitY shall not recover from bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. NeGD/DeitY shall not recover from client, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. | Pls refer Corrigendum 2 |
| 32 | New clause | ew claus | We request to add new clause on Report. | We request to add new clause on Report: “Any information, advice, recommendations or other content of any reports, presentations or other communications bidder provide under this Agreement (“Reports”), other than NeGD, DeitY Information, are for NeGD, DeitY internal use only (consistent with the purpose of the particular Services) including NeGD’s board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. NeGD, DeitY may not rely on any draft Report and bidder shall not be required to update its Final Report” | as per RFP |

| NeGD Responses to the Queries _RFP for Impact Assessment of Capacity Building Phase- II and DPR Development | | | | | |
|---|--|----------|---|--|---|
| S. No. | Section No. | Page no. | Query | Remarks | NeGD Response |
| 33 | New clause | | We request to add new clause on Termination. | We request to add new clause on Termination: "Either Party may terminate this Agreement immediately by giving notice to the other party. Upon termination EY shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination". | as per RFP |
| 34 | Pre-Qualification Under point 3 (of Eligibility Criteria) | 8 | It is mentioned that bidder "Should have completed minimum 2 assignments of impact assessment/ Programme evaluation of similar kind of programme in the last 7 years (From 2008-09 to 2014-15)." Please define "Similar Kind of project" | If more light can be thrown on what would be considered as "similar kind of programme", bidders will be in better position to prepare responses. | As per RFP. It intends to refer the programme; capacity building / Institutional support programme for a bigger umbrella programme (as Digital India in this case) that have Augmentation of Human Resources and Training/ Content as key component across the states and Central Line Depts. |
| 35 | Evaluation (Section 13) | 13 | Technical Bid Score (70%) have more weightage than Financial Bid Score (30%). Out of total possible Technical Bid Score, 60% is contributed by Technical Proposal and Technical Presentation. Therefore, it will be helpful, if well-defined assessment criteria (for Technical Proposal and Technical Presentation) be made available to bidders. This will help in precise understanding the expectations of Evaluating Committee | Clarity is require on Evaluation criteria | Pls refer Corrigendum 2 |

NeGD Responses to the Queries _RFP for Impact Assessment of Capacity Building Phase- II and DPR Development

| S. No. | Section No. | Page no. | Query | Remarks | NeGD Response |
|---------------|------------------------------|-----------------|--|-----------------------------------|---|
| 36 | Section 6.10 (Scope of work) | 9 | Generally CB-I was for NeGP (MMPs) and CB-II for Digital India. It may be helpful to know about the next e-Governance Plan following Digital India (Context, Objectives and Expected Outcomes) to understand the nature and need of CB-III to prepare the DPR. | Need clarity on scope of the work | As per RFP. That is expected to be based on the, outcome, need and observations shared by the stakeholders in this assesment. |
| 37 | Section 6.11 (Scope of work) | 9 | Sampling coverage must be well-representative for existing diversities in terms of e-Governance implementation Category (mentioned in 6.11.1) & Region (mentioned in 6.11.2) could be two important dimensions for consideration. However, following dimensions may be mandated explicitly:- | | as per RFP. While, the minimum expectation and highlevel sampling conditions are given in RFP, bidders may share its approach as part of technical proposal and presentation. |
| | | | i. Relative success of states during NeGP & Digital India (Inclusion of Top Implementers, Average Implementers and the Laggards) | | |
| | | | ii. Relative urbanization in states | | |
| | | | iii. Relative volumes of e-Gov transactions | | |
| | | | iv. Relative availability of IT infrastructure in government offices and (may be) Relative penetration of Internet/Mobile/CSCs in the states | | |

NeGD Responses to the Queries _RFP for Impact Assessment of Capacity Building Phase- II and DPR Development

| S. No. | Section No. | Page no. | Query | Remarks | NeGD Response |
|--------|--|----------|--|--|--|
| 38 | (Section 17)- Miscellaneous Terms & Conditions | 16 | Looking into the tenure of CB-II to be scheduled to end on 31st March 2017 and assuming that after this assessment exercise future course of action on CB-III schemes will be decided (designed and approved), there may at the most 5 month time for the Impact assessment exercise to be completed. If a proper data collection and some verification of data available at the state level may be done (some kind of audit) in the best interest of assessment, then having consortium partner could be helpful. | - | As per RFP. The consortium is not envisaged, however the bidder may choose to align service partners for a specific component of the overall scope, depends on nature and extent, without subletting the accountability for quality and timeline |
| 39 | (Section 14)- Financial Bid Evaluation | 15 | Financial estimate needs to take into consideration time, cost, quality, penalty and payment terms, aspects into consideration. Required information on these aspects are not given. Number and skill requirements of human resources to conduct assessment is also not given. In such a situation very speculative financial details may be worked out, eventually increasing risks to the project. | Number of resource required to complete the assignment needs to be mentioned in the RFP. | The scope of work do not desire man power but defined deliverables as per scope of work. Therefore its the bidders responsibility to estimate and deploy the suitable team considering scope of work and proposed timeplines. |

NeGD Responses to the Queries _RFP for Impact Assessment of Capacity Building Phase- II and DPR Development

| S. No. | Section No. | Page no. | Query | Remarks | NeGD Response |
|---------------|--------------------|-----------------|--|----------------|---|
| 40 | 6 | 9 | Could you share the details of capacity building programs already undertaken in Phase II? Details such as Name of the program, Agency conducting it, number of participants, duration of the program, target audience, Location (state, department) etc would help us to work out a sampling plan. | | The Details as component, target audience, Location (state, department) etc are indicated in Annexure 1. The details on numbers and specific programme details shall be shared with the agency awarded contract to work out |