

RFE No. N-22011/01/2015-NeGD-April 2016



Request for Empanelment (RFE) of Agencies for e- Readiness, Evaluation and Assessment of ICT Projects Under Digital India

Published by



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1. Introduction

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 collaborative 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 it is seen as part of a larger goal. Digital India is to be coordinated by DeitY and implemented by the entire Government. One of the key characteristics of Digital India is to have a common branding in order to ensure highest transformative impact.

The impact of the Digital India Program will be wide-ranging. For citizens across the country, Digital India will have a transformational impact which will improve the delivery and greater access to information and e-services.

To learn more about Digital India Programme kindly visit <http://digitalindia.gov.in/>; <http://negd.gov.in/>; <http://deity.gov.in/>.

The National e-Governance Division (NeGD) an independent business division within Media Lab Asia, under the Ministry of Communication and Information Technology, Government of India invites RFE Proposals from reputed Institutions/Organizations (hereafter referred as ‘Agencies’) to execute the Projects called ‘e-Readiness, Evaluation and Assessment of ICT Projects Under Digital India’. For more details about NeGD kindly visit <http://negd.gov.in/>.

1 Purpose of RFE

The purpose of this RFE is to empanel agencies for e-Readiness, Evaluation and Assessment of ICT Projects under Digital India. The objective of this document is to provide indicative information about the scope and objectives. The detailed terms and conditions and parameters for selection of the individual agency for specific assessment project(s) will be provided in the Request for Quotation (RFQ) on a **TURNKEY BASIS** to only agency(ies) empanelled under this RFE Process.

2 Critical Information

2.1 Applicants are advised to study this RFE document carefully before submitting their proposal. Submission of a proposal in response to this RFE shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

2.2 Applicants eligible as per criteria will be shortlisted based on the information/proofs provided by them. The shortlisted agency(ies) will be invited to make a presentation to the Evaluation Committee. The notice for shortlisting of agencies for presentation will be intimated individually and will be uploaded on the website www.negd.gov.in .

- 2.3** Proposal must be submitted at the NeGD, New Delhi office in one master sealed envelope marked as “**Application for the Empanelment of Agencies for e-Readiness, Evaluation and Assessment of ICT Projects under Digital India**,” containing the ‘Eligibility documents’ and ‘Technical Proposal’ in two separate sub-envelopes as explained at **para 15** of this document. The name and contact details of the agency should be clearly indicated on all the envelopes.
- 2.4** Applicants are requested to follow the timelines mentioned below:

Sr.	Information	Details
2.4.1	RFE No. and Date	N-22011/01/2015-NeGD-April 2016-13.04.2016
2.4.2	Last date for submission of written queries from agencies for clarifications. <u>It may kindly be noted that written queries are to be submitted by mail/post only. No phone call will be entertained.</u>	22.4.16 till 12.00 pm Sh Sunil Sharma, Sr. General Manager, National e-Governance Division, Electronics Niketan, 4 th Floor, 6 CGO Complex, New Delhi 110003 e-Mail ID: sunil.sharma78@gov.in
2.4.3	Release of response to clarifications on www.negd.gov.in	26th April 2016
2.4.4	Last date (deadline) for submission of RFE Proposal	6th May 2016 till 12.00 pm
2.4.5	Addressee and Address at which proposal in response to RFE notice is to be submitted	Sh Sunil Sharma, Sr. General Manager, National e-Governance Division, Electronics Niketan, 4 th Floor, 6 CGO Complex, New Delhi 110003
2.4.6	Opening of RFE Proposal/ Shortlisting of Agencies for Technical Presentation	6th May 2016 at 12.30 pm
2.4.7	Presentation on RFE Proposal by the agency(ies)	10/11th May 2015
2.4.8	Shortlisting/Selection of agency(ies) for Empanelment	will be intimated & notified at www.negd.gov.in

3 Background

- 3.1** ICT and e-Governance projects are inherently complex and resource-intensive. It has therefore become imperative that a robust assessment strategy is devised for the existing projects that not only provides valuable understanding on individual projects but also provides for integration into the processes of project appraisal and capacity building.

3.2 The Department of Electronics and Information Technology (DeitY) as part of its overall e-Assessment strategy proposes to list, identify and conduct independent third party assessment of e-Governance and ICT-for-Development (ICT4D) projects that provide any measure of e-Governance services, across India, in order to understand the impact, utility, sustainability, scalability and replicability of these projects. The assessment studies will also facilitate a comparison of similar projects so that the best practices can come to fore and be replicated.

3.3 Since 2007 several assessment studies have been completed and the reports can be accessed at <http://negd.gov.in/assessment-e-governance-projects> . These e-governance projects were assessed at the National, State and Local Government levels. The studies helped in providing an overview of the impact felt by the users (government, citizens and businesses) after computerization. It is proposed to begin the next cycle of the assessment to cover a large number of e-governance/ICT projects to measure impact of e-services delivery, to document/make all possible assessment activities IT-enabled, provide insights on the areas of improvements for e-governance projects, identify best practices and develop case studies etc.

3.4 Type of Studies

3.4.1 Baseline studies: Baseline studies are to be conducted for projects which are about to be implemented within the next 1-2 years. The same framework as the Impact Assessment will be applied to Baseline study. Recommendations made on the basis of this study may be integrated as feedback before actual implementation of computerized services. Also, data collection from the control group (manual users) done before the implementation of the computerized services ensures that there are fewer gaps in the Impact Assessment study, whenever it is conducted since there will be less dependence on recall for the data. The results will provide inputs on current problems to be rectified as well as enable projects to set clear goals for targeted benefits. Objectives of the Baseline Studies are:

3.4.1.1 To create baseline data against which the impact of ICT based delivery processes can be measured

3.4.1.2 To understand the challenges in the current modes of service delivery

3.4.1.3 Benchmarks for future implementation of the project

3.4.2 Impact Assessment: Impact assessment is to be conducted for mature projects which have been delivering citizen services for at least 1-2 years. The objectives of the Impact Assessment are:

3.4.2.1 To assess impact on the common person/end user at individual user level and the reason behind the observed impact. The impact is assessed based on the Outreach of services being delivered, Cost of Access of services delivered – Direct and Indirect, Quality of Service delivered – Facilities, Interaction, Convenience etc. and Impact on overall Governance – Corruption, Accountability, Transparency, and Participation.

- 3.4.2.2** To compare and contrast the manual process with the ICT based process
- 3.4.2.3** To assess impact on the implementing Agencies from the perspective of understanding the extent of GPR undertaken as well as assessing impact on the employees of the agency.
- 3.4.3 Detailed Assessment** –This can be conducted for any of the projects for which impact assessment has already been conducted, so as to get a deeper understanding of the reasons behind the impact& identify major gaps/bottlenecks for variations. Therefore, within the same project, locations showing high levels of positive and negative impact (from a citizen standpoint) can be chosen to understand how and why the different locations have variable impacts on the citizen even though the overall project objectives and implementation models were/ are the same.
- 3.5** An existing assessment framework is to be used for the selection of indicators/variables and defining survey questions. The framework need to be customized based on project/study requirement and, the same to be improved based on field outcomes. For baseline and impact assessment studies, key dimensions like economic (direct & indirect), governance (corruption, accountability, transparency, participation), quality of service (decency, fairness, convenience, etc.) are to be measured in users perspective while in agency’s perspective key dimensions like economic (direct & indirect), governance (corruption, accountability, transparency, participation), performance on key non-economic objectives, process improvements, quality of implementation etc are to be measured. Technology related parameters are to be developed and included as one of the key dimensions for assessment projects. The detailed Framework for Assessment studies can be accessed at http://negd.gov.in/writereaddata/files/u23/2013-14_Revised%20Framework%20for%20Assessment.pdf.
- 3.6** Keeping in view the expected impact of Digital India by 2019 and DeitY’s mandate on third party assessment of e-governance projects, it is necessary to develop a system which can provide insights and outcomes for better implementation in the future and fruitful service delivery to the users/beneficiaries.
- 3.7** In addition to the above assessment of e-governance projects, the agencies may also be invited to submit bid for assessment of projects under awareness and communications. The major awareness and communications projects are rural outreach, electronic media campaigns, print media campaigns, social media campaigns, academia workshops, state and industry consultation workshops etc. The broad scope of work and deliverables specified (ref para 6 & 7) will also be applicable for assessment of awareness and communication projects.
- 3.8** Assessment of the following broad components as of CB-II initiatives
- Training requirement, calendar, workshops involvement of training agency
 - Content development areas (new, existing), modes of content development, involvement of content development agency
 - LMS-setting up, implementation and operationalization

- KMS-Setting up, implementation and operationalization
- PMU- Operations

4 Eligibility Criteria for Submission of RFE Proposal

Sr.	Eligibility Criteria	Supporting Proof/ Documents required
4.1	Agency (consulting, research institution, policy research institution, academic institution, registered societies, market research agency etc) should have been operating in India for a period of at least 5 years on the date of the proposal submission with registered/fully operational office in Delhi/NCR.	<p>i. Copy of registration certificate indicating date and incorporation status & address</p> <p>ii. alongwith MoA (Memorandum of Association)/AoA (Article of Association) –if any</p>
4.2	Agency should be registered with the Service Tax Department & carry a valid PAN from the Income Tax Department, Government of India	Copy of PAN & service tax registration
4.3	Agency should have completed at least 5 evaluation/assessment/ benchmarking/leading practices studies which can be part of a project or an independent project (ICT/e-Governance/IT) in India each of value of more than Rs 25 lakhs in past 5 years. Consulting projects (ICT/e-Governance only) will also be considered if it includes advisory/research/analytics support on assessment/evaluation/benchmarking/leading practices studies component.	<p>i. Copy of Work Order/ Contract Document indicating scope of work, deliverables, cost, timelines</p> <p>ii. Completion Certificate from Client indicating timelines</p>
4.4	Agency should have annual turnover of at least 2.00 Crore or more in each of the last three financial years (2014-15, 2013-14, 2012-13).	<p>i. Copy of annual report/ balance-sheet/ Profit & Loss Statement /financial statement</p> <p>ii. A certificate from the Chartered Accountant on turnover in these years, in original</p>
4.5	Agency should not be blacklisted/debarred/ suspended/ banned by any Ministry/Department of State or Central Government/PSU on the last date of submission of proposal to this RFE.	Declaration by the Head of Agency on letter head

5 Consortium/Outsourcing

- 5.1 Consortium is also allowed to participate in RFE.
- 5.2 In case of consortium, the lead agency needs to fulfill all the criteria mentioned in **para 4**. Maximum 2 agencies can make a consortium and the **lead agency would be required to submit a copy of the MOU entered into consortium. However, lead agency will be responsible for all deliverables and communications, and NeGD will not be liable for any dispute between the consortium parties.** Other consortium member needs to satisfy the following criteria:

Sr.	Eligibility Criteria	Supporting Proof/ Documents required
5.2.1	Incorporated under the Companies Act or other legal entities having registered office in India with 3 years operation on the date of application.	Copy of registration certificate indicating date and incorporation status
5.2.2	Have conducted <u>at least 3</u> evaluation/ assessment/ benchmarking studies for any project (preferably ICT/e-Governance/IT) in past 3 years	i. Copy of Work Order OR Contract Document indicating scope of work, deliverables, cost, timelines AND ii. Completion Certificate from Client indicating timelines
5.2.3	Agency should not be blacklisted/debarred/ suspended/ banned by any Ministry/Department of State or Central Government/PSU on the last date of submission of proposal to this RFE.	Declaration by the Head of Agency on letter head

- 5.3 It is expected that the agencies will complete the assignments on their own. However, the agency may outsource a part of the project (like data collection etc), to perform its obligation under the Contract/agreement, with prior approval from NeGD. It may kindly be noted that the outsourcing is allowed with the condition that the lead/main agency will be responsible for all deliverables and communications. NeGD will not be liable if any dispute arise between the parties.

6 Scope of Work

The broad scope of work for the agency is as under:

- 6.1 Understand project requirements in consultation with Project Implementing Department/Ministry.
- 6.2 Conceptualize & document research design (background, methodology, sampling, survey instruments, data collection, chapter & tabulation/analysis plan etc).
- 6.3 Pre-testing survey instruments & translation into regional languages etc.
- 6.4 Data collection (primary & secondary).
- 6.5 Verify, validate, sign-off the data and analyse.

- 6.6 Write report and sign-off.
- 6.7 Approach document to make all possible assessment activities IT-enabled (e.g. data collection, data entry and analysis etc.).
- 6.8 Write Case Studies.
- 6.9 Document existing practices in India & abroad and identify the best practices.
- 6.10 Post acceptance of assessment report(s), proof-read & sign-off print ready copies (Hindi and English for all reports; state language in case of Non Mission Mode Project).
- 6.11 Customize existing assessment framework based on project requirement and, provide feedback on framework if any.
- 6.12 Recommend suitable feedback to strengthen existing assessment framework based on field outcomes.
- 6.13 Present assessment findings.

7 Deliverables

- 7.1 Approach document on research design
- 7.2 Report format (Chapter and analysis/tabulation plan etc)
- 7.3 Study Data (SPSS, Excel format)
- 7.4 Draft report (in English)
- 7.5 Print ready copies of the approved reports (Hindi and English for all reports; state language in case the project is non Mission Mode Project i.e. State Project)
- 7.6 At least 3 Case Studies for each assessment projects

8 Ernest Money Deposit (EMD)

- 8.1 The applicant is required to submit EMD of Rs 2.0 lakh (Rupees Two Lakh Only) in the form Demand Draft (DD) in favour of Media Lab Asia-NeGD.
- 8.2 EMD is to be kept in the envelope (Eligibility Documents) with the cover letter. Application without EMD will be rejected. EMD shall be returned to unsuccessful applicant after empanelment process is over except for the empanelled agency(ies).

9 Timeline

- 9.1 The empanelment of agencies will be valid till March 2017, extendable by another year based on performance (timely completion of project & quality of work etc).
- 9.2 Deliverables of assessment for specific projects are to be submitted within 6 months.

10 Geographical Coverage of the Projects

- 10.1 All India for Mission Mode Projects (MMPs)
- 10.2 Specific State in case of Non-Mission Mode Projects (NMMPs)
- 10.3 For more details about MMPs/NMMPs kindly visit DeitY, NeGD, Digital India Websites.

11 Stakeholders/Target Groups

- 11.1** The assessment projects may cover all type of stakeholders involved in the implementation of ICT/e-governance project (Mission Mode Projects/ Non-Mission Mode Projects) and target beneficiaries of the projects.
- 11.2** Beneficiaries of the projects e.g. citizen, elected representatives, business, government employees etc. However, target stakeholders may vary from project to project.
- 11.3** Government: DeitY officials, officials of project owner Department/ Ministry, State Governments, parastatal organizations, urban/ rural local bodies, district administration, district planning committee etc.

12 RFE Proposal Preparation Costs & Related Issues

- 12.1** The Applicant is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NeGD to facilitate the evaluation process. NeGD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFE process.
- 12.2** This RFE does not commit NeGD to award any contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFE.
- 12.3** All materials submitted by the Applicants will become the property of NeGD and may be returned completely at its sole discretion.

13 Queries

- 13.1** Any enquiry/clarification from the prospective Applicants, related to this RFE, must be directed in writing via email or by post exclusively to the contact person notified in this RFE document. Telephone calls will not be accepted. In no event will the NeGD be responsible for ensuring that Applicants' enquiries have been received by NeGD. The queries by the Applicants will be provided in the following format via NeGD website.

S No.	Page	Section	Sub Section	Clause of the RFE on which Clarification required	Clarification Required

- 13.2** All queries to be raised at the RFE stage will relate to the RFE alone and no queries related to detailed analysis of scope of work, payment terms and mode of selection will be entertained. These issues will be amply clarified at the RFQ stage only.
- 13.3** Clarification will be notified on the NeGD website (www.negd.gov.in).

14 Responses to Queries and Issue of Corrigendum

- 14.1** After publication of this RFE, the Nodal Officer, NeGD will begin accepting written queries from the applicants. The Nodal Officer notified by the NeGD will endeavor to provide timely response to all queries. However, NeGD makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NeGD undertake to answer all the queries that have been posed by the applicants. The responses to the queries from all Applicants will be posted online on www.negd.gov.in only.
- 14.2** At any time prior to the last date for receipt of RFE, NeGD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFE Document by a Corrigendum. The Corrigendum (if any) & clarifications to the queries from all applicants will be posted online at the www.negd.gov.in only. Any such corrigendum shall be deemed to be incorporated into this RFE.
- 14.3** In order to provide prospective applicants reasonable time for taking the corrigendum into account, NeGD may, at its discretion, extend the last date for the receipt of RFE Proposals.

15 Submission /Completeness of Response

- 15.1** Applicants are advised to study all instructions, forms, requirements and other information in the RFE documents carefully.
- 15.2** The response to this RFE should be full and complete in all respects. Failure to furnish all information required by the RFE documents or submission of a proposal not substantially responsive to this document will be at the Applicant's risk and may result in rejection of its Proposal.
- 15.3** The application shall be submitted in a sealed master envelope and superscripted "Application for the Empanelment of Agencies for e-Readiness, Evaluation and Assessment of ICT Projects under Digital India" & RFE No N-22011/01/2015-NeGD-April 2016 This master envelope should contain:
- 15.3.1 Sub envelop-1 (Eligibility Documents)**
- 15.3.1.1** Cover Letter **(ref Annexure 1)**
 - 15.3.1.2** EMD of Rs 2.00 lakh
 - 15.3.1.3** Copy of RFE duly signed by the authorized signatory of Agency (on each Page)
 - 15.3.1.4** Compliance sheet **(ref Annexure 2)** indicating page references
 - 15.3.1.5** All required documents with page number
 - 15.3.1.6** A non-rewriteable CD containing scan copy of the documents submitted within the envelope. CD media must be duly signed using a Permanent pen Marker and should bear the name of the applicant agency.

15.3.2 Sub envelop-2 (Technical Proposal)

15.3.2.1 Technical Proposal (**ref annexure 3**)

15.3.2.2 One soft copy in the form of a non-rewriteable CD. CD media must be duly signed using a Permanent pen Marker and should bear the name of the Applicant.

15.4 The master envelope and sub-envelopes shall indicate the type of envelope, name, address, telephone number, e-Mail ID and fax number of the Applicant.

15.5 Applicants shall submit all the required documents as mentioned in the RFE including various Annexures. It should be ensured that various formats mentioned in this RFE should be adhered to and no changes in the format will be accepted.

15.6 The document must contain the list of contents with page numbers and shall be initialed by the Authorized Representative of the Applicant on each page.

15.7 Applicant must ensure that the information furnished by him/her in respective CDs is identical to that submitted by him in the original paper. In case of any discrepancy observed by NeGD in the contents of the CDs and original paper, the information furnished on original paper will prevail over the soft copy.

15.8 RFE document submitted by the Applicant should be concise and contain only relevant information as required.

16 Venue and Deadline for Submission

16.1 Proposals must be received at the address specified before the scheduled time of **6th May 2016 till 12.00 pm**. Beyond this no proposal will be accepted by NeGD and returned unopened to the Applicant.

16.2 NeGD shall not be responsible for any postal delay or non-receipt/ non-delivery of the RFE proposal. No further correspondence on the subject will be entertained.

16.3 The RFE proposal submitted by telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

16.4 NeGD reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

17 Short listing and Evaluation Process

17.1 NeGD will constitute an Evaluation Committee to evaluate the RFE Proposals.

17.2 The NeGD shall shortlist agencies based on the proposal documents, presentation on RFE Proposal made to the Evaluation Committee.

17.3 Any attempt by applicant to influence the RFE process may result in the rejection of its Proposal.

17.4 The NeGD shall evaluate the responsiveness to the RFE to determine whether the documents have been properly signed, eligibility criteria fulfilled, all relevant papers submitted and whether the response to RFE is generally in order. The NeGD can seek additional information from the Applicants, if needed. The response to the RFE not conforming to requirements will be rejected.

- 17.4.1** The agencies fulfilling the eligibility criteria will be considered for technical proposal evaluation and, will be called for technical presentation.
- 17.4.2** The shortlisting of agencies for empanelment will be based on the evaluation of technical proposal and presentation.
- 17.4.3** The decision of the NeGD in the evaluation of responses to the RFE shall be final. No correspondence will be entertained outside the evaluation process.
- 17.4.4** The NeGD reserves the right to reject any or all proposals.
- 17.4.5** Applicants securing score of 70 or more out of 100 would be ranked on the basis of merit and will be shortlisted for empanelment. Evaluation score will be assigned to the proposals based on the following criteria:

#	Particulars	Score for evaluation
1	Agency strength	Max 25
	<ul style="list-style-type: none"> •(Lead Partner only in case consortium) Presence of regional office(s) in India other than Office in NCR <ul style="list-style-type: none"> ○ Upto 4 ○ 5-7 ○ 8 or more 	Max 8 2 4 8
	<ul style="list-style-type: none"> •(Lead Partner only in case consortium) Number of Technical employees/professionals (including experts in research design and report writing, analysis and sampling design, field operations & data collection, e-Governance /ICT projects & project management only) <ul style="list-style-type: none"> ○ Less than 15 ○ 15- 20 ○ 21-35 ○ 36-45 ○ 46 or more 	Max 17 2 7 11 14 17
2	Projects completed by the agency Upto 9 Projects (5 marks*9 projects)	Max 45
	•Managed projects with more than 1000 samples	1
	•Managed data collection by using online methods	1
	•Collected both qualitative and quantitative data	1
	•Projects managed deploying more than 3 core team members in a project	1
	•Project related to international best practices/benchmarking for Indian Government clients	1

3	Section-C (Technical Presentation)	Max 30
	•Understanding, Expertise & experience	15
	•Approach, methodology, timeline & deliverable plan	15
Total		Max 100

17.4.6 The NeGD may ask for additional presentation/meetings with the applicants to evaluate its suitability for the empanelment.

18 Notification on Short listing for Empanelment

- 18.1** NeGD shall notify by email/post to Applicant(s)/agency(ies) shortlisted for empanelment.
- 18.2** Agencies shortlisted for empanelment will be required to sign an agreement with NeGD, accepting the terms & conditions laid down by NeGD (as given in Annexure 4). After signing of the agreement, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.
- 18.3** The empanelment will be valid till March 2017 from the date of accepting the terms and conditions (as given in Annexure 4) by the empanelled agency(ies). NeGD reserves the right to extend the same based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. NeGD shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.
- 18.4** If the empanelled agency do not participate in the RFQ repetitively (three times consecutively or 5 times in total), the NeGD may be free to de-empanel the agency.
- 18.5** Only empanelled agencies will be eligible to participate in Request for Quotation (RFQ) process for specific award of work for any project.
- 18.6** It may kindly be noted that this RFE i.e. empanelment of agency(ies) does not offer/guarantee any award of work. For specific award of work for a project, a competitive bidding/RFQ will be sought where agency will selected based on QCBS/transparent selection process. The details in this regard will be provided at the later stage.

19 RFE Submission forms

- 19.1** The entire proposal shall be strictly as per the format specified in this Request for Empanelment and any deviation may result in the rejection of the RFE proposal. The applicants are expected to respond to the RFE using the forms/annexure given in this document. The RFE Proposal shall comprise of following forms:
- 19.1.1 Annexure 1:** Covering Letter (on Letterhead of the Applicant)
- 19.1.2 Annexure 2:** Compliance Sheet
- 19.1.3 Annexure 3:** Technical Proposal

20 Payment terms and Conditions

20.1 It is proposed to enter into a deliverables based payment with the Agency(ies) selected after the completion of RFQ process. However, the details regarding the same will be provided at the RFQ stage. The RFQ shall be issued to the agency(ies) empanelled under this RFE.

Terms of References

21 Clarifications and amendments

21.1 Amendments in RFE Document

At any time prior to deadline for submission of proposal, NeGD may for any reason, modify the RFE Document. The prospective Applicants having received the RFE Document shall be notified of the amendments through website (www.negd.gov.in) and such amendments shall be binding on them.

21.2 Disqualifications

NeGD may terminate the RFE process at any time and without assigning any reason. NeGD makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFE does not constitute any offer by NeGD. The applicant's participation in this process may result in short listing the agency(ies). NeGD may at its sole discretion and at any time during the evaluation of Proposal, disqualify any agency, if the agency has:

21.2.1 Submitted the proposal documents after the response deadline;

21.2.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility/technical requirements;

21.2.3 Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;

21.2.4 Submitted a proposal that is not accompanied by required documentation or is non-responsive;

21.2.5 Failed to provide clarifications related thereto, when sought;

21.2.6 Submitted more than one Proposal;

21.2.7 Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted.

21.3 Pre Proposal Queries

The prospective Applicant, requiring any clarification on RFE Document may notify the same in the form of written query to the NeGD by email/post within specified timeline. NeGD response as well as the clarifications sought (including an explanation of the query but without identifying the source of inquiry) will be uploaded to the NeGD website (www.negd.gov.in) only for all the prospective applicants.

21.4 Preparation of Proposal

The Agency/Applicant shall comply with the following related information during preparation of the Proposal-

21.4.1 The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over

writings shall be valid only if they are initialed by the authorized person signing the Proposal.

21.4.2 The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the duly authorized person(s) of the agency to bind the Applicant to the contract. The latter authorization shall be indicated by written power of attorney and shall accompany the Proposal.

21.4.3 In addition to the identification, the covering letter shall indicate the name and address of the agency to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.

21.4.4 Proposals received by facsimile/e-mail/fax shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposals shall be taken as valid.

21.4.5 Agencies are not permitted to modify, substitute, or withdraw proposal after its submission.

21.5 Submission, Receipts and Opening of Proposals

All the proposals must be enclosed in sealed envelope as per instructions. During the course of evaluation of Proposal, as well as during the period of contract, the NeGD has the right to carry out a due diligence in a fashion relevant to understand the facts.

21.6 Deadline for submission of Proposals

Proposals from Applicants, complete in all respects must be received by NeGD at the address and date specified in the RFE Document.

22 General Conditions of Contract (GCC)

22.1 Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFE Document or Contract Agreement, the interpretation of the NeGD shall be final and binding on the Agencies

22.2 Ernest Money Deposit (EMD)

An EMD amounting to Rs 2.00 lakh (Rupees Two Lakh Only) shall be retained by the NeGD for the empanelment duration. No interest will be payable to the agency on the amount of EMD. The EMD will be returned to unsuccessful applicants after completion of empanelment process. The EMD may be forfeited:

22.2.1 If a applicant withdraws his proposal or cancels agreement of empanelment.

22.2.2 In case successful applicant fails to sign the agreement for any reason not attributable to NeGD.

22.2.3 During the process, if a applicant indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of evaluation/finalization.

22.2.4 If any information is found to be wrong/manipulated/hidden in the proposal information.

22.2.5 The decision of NeGD regarding forfeiture of the EMD amount and rejection of proposal shall be final and binding to the applicant.

22.3 Performance Bank Guarantee (after RFQ Process)

22.3.1 The successful/empanelled agencies, at its own expense, shall deposit with NeGD, within a week of signing of a contract for any assigned work, an unconditional and irrevocable Performance Bank Guarantee (PBG) of equivalent to 10% of total work award value from a nationalized bank with lien marked to Media Lab Asia-NeGD, New Delhi.

22.3.2 If any advance payment is made to the agency for the assigned work, the agency shall deposit an additional unconditional and irrevocable Performance Bank Guarantee (PBG) equivalent to the advance payment from a nationalized bank with lien marked to Media Lab Asia-NEGD, New Delhi.

22.3.3 The PBG will be payable on demand, for the due performance and fulfillment of the agreement and be valid beyond three months from the expiry of the duration of any assigned work.

22.4 Payment Schedule

All payments shall be based on milestones pre-defined at the time of work assignment after RFQ Process.

22.5 Validity of Proposals

Proposals shall remain valid for upto March 2017 from empanelment. A proposal valid for shorter period may be rejected as non-responsive. NeGD may solicit the Agency's consent to an extension of Proposal validity (but without the modification in Proposal).

22.6 Right to Accept Proposal

NeGD reserves the right to accept or reject any or all Proposal, and to annul the proposal process and reject all proposals at any time prior to final empanelment, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant(s) of the grounds for such decision.

22.7 Conflict of Interest

NeGD requires that Agencies provide professional, objective, and impartial advice and at all times hold the NeGD's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

22.8 Confidentiality

Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any agency or any other persons not officially concerned with such process until the selection process is over. The undue use by any agency of confidential information related to the process may result in rejection of its Proposal. Except with the prior written consent of the NeGD, the Agencies and the personnel shall

not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

22.9 Fraud & Corruption

The empanelled agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NeGD's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. NeGD requires that Agencies selected through this RFE Document must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, NeGD:

22.9.1 Defines, for the purposes of this provision, the terms set forth as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of NeGD or any personnel of Agencies in contract executions.
- (ii) "Fraudulent practice" means erroneous presentation of facts, in order to influence a procurement process or the execution of a contract, to NeGD, and includes collusive practice among agencies (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;
- (iii) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the NeGD.
- (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

22.9.2 Will reject a proposal for award/empanelment, if it determines that the agency recommended for award, has been determined by NeGD to having been engaged in corrupt, fraudulent , unfair trade practices or coercive practice.

22.9.3 NeGD will de-empanel the agency, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

22.9.4 Will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

22.10 Relationship between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "NeGD" and "the applicant". No partnership shall be constituted between NeGD and the applicant by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.

22.11 Standards of Performance

The Agencies shall perform the services and carry out their obligations under the Contract/agreement with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agencies shall always act in respect of any matter relating to this contract as faithful advisor to NeGD. The Agencies shall always support and safeguard the legitimate interests of NeGD in any dealings with the third party. The Consultant/ Agencies shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Agencies shall conform to the standards laid down in RFE Document in totality.

22.12 Delivery and Disclosures

As per the time schedule agreed between the Parties (selected through RFQ Process) for specific project(s) given to the empanelled Agencies from time to time, the Agencies shall submit all the deliverables on due date as per the delivery schedule. The Agencies shall not without the NeGD's prior written consent disclose the Contract, drawings, specifications, plan, pattern, samples to any person other than an entity employed by NeGD for the performance of the Contract. In case of termination of the Contract all the document used by the Agencies in the execution of project shall become property of NeGD.

22.13 Right to Change the Orders

NeGD may at any time before completion of work under project awarded to the Agency (through RFQ Process), change the work content by increasing/reducing the quantities of the services by 20%, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the Agencies 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.

22.14 Agencies Personnel

The Agencies shall employ and provide qualified and experienced personnel as may be required to perform the services under the project assigned (through RFQ process) by NeGD and who have adequate experience in the domain related to the project. It is desirable that for domain-related projects, the Agency(ies) must deploy the services of Domain Specialists, on a case to case basis, to work on the Project effectively.

It is desirable that all the professionals indicated in the team composition be available and work effectively till the completion of the project. Any change in the team composition must be intimated in writing (only post & e-mail) to NeGD (CEO & President at ceo@negp.gov.in)/Project Head and consent of the NeGD should be taken for the same.

In case of any change in the team composition (due to any reason, internal or resignation by any member or leave etc) the agency will be responsible in replacing/hiring/deploying another professional with a similar profile & experience submitted with the proposal in consultation with NeGD after taking NeGD approval. If NeGD/Project Owner feels that manpower provided by the agency is not upto the mark, Agency will be liable to change the manpower with derived skill personals.

NeGD may enquire from the employers mentioned in the CV of professionals about their profile to validate the information.

The agency may face legal action if:

22.14.1 any wrong/false information is found about the professional(s)

22.14.2 any professional is found to be unavailable during the project duration

22.15 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.

22.16 Intellectual Property Rights

22.16.1 No services covered under the Contract shall be sold or disposed by the Agency(ies) in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agency(ies) shall indemnify the NeGD, DeitY & related Project Owner from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agency(ies), NeGD shall be defended in the case of any proceedings which may be brought in that connection.

22.16.2 The copyright of all content created under this contract shall be owned by DeitY and the agencies will not utilise this anywhere else and/or for any other work/organization without the explicit written permission of DeitY.

22.16.3 The assessment studies (work to be awarded through competitive RFQ process from empanelled agency/ies only), collected data in both raw as well as processed format, data analysis, reports, case studies and any other intellectual property/deliverable prepared and submitted by the Agency/ies in relation to the Project shall be and remain the property of the Department of Electronics and Information Technology (DeitY), and DeitY shall be the sole owner of all intellectual property rights in such deliverables. The agency(ies) shall deliver all the documents/deliverables to NeGD, together with a detailed inventory thereof, prior to termination or expiration of the project. The Agency(ies) shall not use these documents for any purpose other than related to the project without the prior written approval from DeitY.

22.16.4 If the agency do not participate in RFQ on continuous basis (three times consecutively or 5 times in a year), the agency may be de-empanelled.

22.17 Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

22.18 Assignments

It is expected that the agencies will complete the assignments on their own. However, the agency may outsource a part of the project (e.g. data collection etc), to perform its obligation under the Contract/agreement, with prior approval from NeGD. It may kindly be noted that the outsourcing is allowed with the condition that the selected/lead/main agency will be responsible for all deliverables under the contract and NeGD will not be liable for any dispute between the parties.

The lead agency will be responsible for all the projects deliverables. The lead agency will be responsible to attend/participate in all the required meetings (called by NeGD, Project Owner) even in short period notice. No excuse will be entrained for absence or/and to postpone the meetings.

22.19 Performance Assessment

If during execution of the Project (work awarded after RFQ Process), following problems were to be found, then a penalty of 0.5% of the Contract value per week (subject to maximum of 20%) may be imposed by NeGD, which will be the part of Project specific RFQ Document and Terms of Reference:

22.19.1 Delays in deliverables.

22.19.2 Not assigning adequate resources in time.

22.19.3 Not engaging resources on a dedicated basis, even when required.

22.19.4 Assigning resources that do not meet the client's requirements.

22.19.5 Inadequate interaction with the client department/stakeholders.

22.19.6 The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable.

22.19.7 If any of the services by the Agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interaction with NeGD), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Agencies and NeGD decides to abort the contract/agreement because of such failure, then a sum up to 50% of the value of the contract shall be recovered from the Agencies. This shall be without prejudice to other remedies available under law and this agreement with NeGD.

22.19.8 If the agency do not participate in RFQ on continuous basis (3 times consecutively or 5 times in a year), the agency may be de-empanelled and EMD may be encashed.

22.20 Liquidated Damages

In case of delay in execution of the assigned work by the agency, NeGD may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 20%). may be imposed by NeGD. If the delay is beyond 4 weeks then NeGD may annul the project and shall be free to get it done from other agencies at the

risk and costs of the appointed agencies. NeGD may debar and blacklist the Agencies for applying in its future empanelment/RFQ process also.

22.21 Suspension

NeGD may, by written notice to Agency(ies) (selected after RFQ process), suspend all payments to the Agency(ies) hereunder, if the Agency(ies) fails to perform any of its obligations under the Contract including the carrying out of the services, provided that such notice of suspension-

22.21.1 Shall specify the nature of failure

22.21.2 Shall request the Agencies to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agencies of such notice of failure

22.22 Termination

NeGD reserves the right to withdraw/terminate empanelment in any of following circumstances -

22.22.1 Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization

22.22.2 Information provided to NeGD is found to be incorrect

22.22.3 Empanelment conditions are not met within the specified time period

22.22.4 Misleading claims about the empanelment status are made

22.22.5 Clear evidence is received that there is breach of copyright.

22.22.6 Not participate in RFQs (as mentioned earlier).

No consequential damages shall be payable to the Agencies in the event of such termination.

If the agency does not execute the contract/agreement as per the terms and conditions of the tender then the NeGD may invoke any or all of the clauses (Forfeit the Performance Guarantee Amount; Terminate the contract/agreement/empanelment)

22.23 Force Majeure

Notwithstanding anything contained in the RFE Document, the Agencies shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Agencies and not involving the Agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the NeGD, regarding Force Majeure shall be final and binding on the Agencies.

If a Force Majeure situation arises, the Agencies shall promptly notify to the NeGD in writing, of such conditions and the cause thereof. Unless otherwise directed by the NeGD in writing, the Agencies shall continue to perform its obligations under the

agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.24 Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract/agreement.

22.25 Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause ‘**Resolution of Disputes**’ of GCC shall become applicable.

22.26 Resolution of Disputes

In the case dispute arising between the NeGD and the Agencies, which has not been settled amicably, the Agencies can request the NeGD to refer the dispute for Arbitration under Arbitration Act, 1996. Such disputes shall be referred to Arbitral Tribunal. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-actment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings will be held in India at Delhi and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the NeGD and the Agencies. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

22.27 Legal Jurisdiction

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

22.28 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice ,request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

22.29 Other

22.29.1 The agencies may be required to work with or work for line Ministries/ Departments of Central/ state government or any other agency assigned by NeGD as and when required.

22.29.2 NeGD may assign the additional work/similar nature of work to the agency at the selected financial quote.

22.29.3 In case, when the time period is too short to get the concept notes/ technical proposals/ presentations prepared from all the empanelled agencies or any other exigencies, the job may be entrusted to any of the empanelled agencies or any other agency which NeGD deems fit to meet the deadline.

Annexure 1: Covering Letter (on Letterhead of the Agency)

<<Location, Date>>

To,
 Sh Sunil Sharma
 Senior General Manager
 National e-Governance Division
 Electronics Niketan, 4th Floor, 6 CGO Complex,
 New Delhi 110003

Dear Sir,

We, the undersigned, offer to provide the services for Assessment of ICT/ e-Governance Projects. Our correspondence details with regard to this RFE are:

No.	Information	Details
1	Name, designation, address of the person to whom, all references shall be made, regarding this RFE No. N-22011/01/2015-NeGD-April 2016	< Insert details of Contact >
2	Telephone number of the Contact Person.	< Insert Phone No. >
3	Mobile number of the Contact Person	< Insert Mobile No. >
4	Fax number of the Contact Person	< Insert Fax No. >
5	e-Mail ID of the Contact Person	< Insert Email. >
6	URL of Organization/Agency website	< Insert Website URL. >

We are hereby submitting our Proposal for RFE in both printed format (1 copy) in prescribed format and, as a soft copy in a non-writable CD. We understand you are not bound to accept any Proposal you receive.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favours our company in the short listing process, we are liable to be dismissed from the RFE selection process or termination of the contract during the project.

We agree to abide by the conditions set forth in this RFE.

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

Sincerely,

< Authorized Signatory >
 < Full Name & Designation >
 < Agency's seal >

Annexure 2: Compliance Sheet for Eligibility Criteria

#	Items	Documents Required	Scan copy required in CD	Reference Page No.
Master Envelope				
1.	Sub Envelope-1 (Eligibility Document)			
2.	Sub Envelope-2 (Technical Proposal)			
Sub Envelope-1 (Eligibility Document)				
1.	Cover letter	On agency's letter head	Yes	
2.	EMD of Rs 2.00 lakh	In form of DD	Yes	
3.	Category of Agency & Duration of establishment/operation	i. Copy of registration certificate indicating date and incorporation status & address ii. alongwith MoA (Memorandum of Association)/AoA (Article of Association) –if any	Yes	
4.	Address Proof for registered/operational office in NCR	Copy of registration certificate indicating address/ latest electricity or phone bill in name of agency/ Declaration by the Head of Agency on letter head	Yes	
5.	PAN & Service Tax Registration	Documents issued from the Income Tax Department, Government of India	Yes	
6.	Financial turn over	i. Copy of annual report/ balance-sheet/ Profit & Loss Statement /financial statement ii. A certificate from the Chartered Accountant on turnover in these years, in original	Yes	
7.	A self declaration stating that agency has not been blacklisted/ debarred/ suspended by any Central/ State Government/ PSU	Declaration by the Head of Agency on letter head	Yes	

#	Items	Documents Required	Scan copy required in CD	Reference Page No.
8.	Projects handled by the agency	i. Copy of Work Order/ Contract Document indicating scope of work, deliverables, cost, timelines ii. Completion Certificate from Client indicating timelines	Yes	
9.	Duly signed copy of RFE document	i. Duly signed copy of RFE document and ii. Proof of Authorized Signatory by Competent Authority in Organization	Yes	
10.	If Consortium	MOU Document (in Original)	Yes	
11.	Legal entity of Partner Agency & duration of establishment/ operation	Copy of registration certificate indicating date and incorporation status	Yes	
12.	Projects completed by Partner Agency	i. Copy of Work Order/ Contract Document indicating scope of work, deliverables, cost, timelines ii. Completion Certificate from Client indicating timelines	Yes	
13.	A self declaration stating that agency has not been blacklisted/ debarred/ suspended by any Central/ State Government/ PSU	Declaration by the Head of Partner Agency on letter head	Yes	
14.	Non-writable CD	Scan copy of all the documents		
Sub Envelope-2 (Technical Proposal)				
1.	Technical Proposal	Hard copy of the Technical Proposal with authorized signatory & agency's seal	Yes	
2.	Non-writable CD	Scan copy of the Technical Proposal		

< Authorized Signatory >
 < Full Name & Designation >
 < Agency's seal >
 < Date & Place >

Annexure 3: Format for Technical Proposal

Section A

Sr.	Information Sought	Details to be Furnished
1.	Name of the Agency	
2.	Registered address of Agency	
3.	Head of Agency: (Name, Designation, e-Mail ID, Phone no., Fax no., Mobile)	
4.	Service Tax & PAN no.	
5.	Address of Head Office	
6.	No. of Regional Offices (Other than Head Office)	No.
7.	Complete Address of regional office(s) with contact details (Phone, Fax, e-mail etc)	1. 2. n. (Please provide copy of address proof of each office-Latest Phone/Electricity Bill or Declaration by Head of Agency)
8.	Financial turnover (in INR)	<ul style="list-style-type: none"> • 2014-15: • 2013-14: • 2012-13:
9.	Total no. of employees (with <u>Post Graduation & above Degree only</u> and <u>having at least 8 years of professional work experience in research design and report writing, analysis and sampling design, field operations & data collection, e-Governance /ICT projects and project management only</u>)	No. (Please provide the list of employees with details in format given below*)

*Please attach the list of above professionals in format given below:

#	Type of expertise	Name	Total years of experience	Mobile No.	PF AC No.
a					
n					

10.	No. of projects completed- evaluation/ assessment/ benchmarking/leading practices studies which can be part of a project or an independent project (ICT/e-Governance/IT only) in India in past 5 years. Consulting projects (ICT/e-Governance only) if it includes advisory/research/ analytics support on assessment/evaluation/ benchmarking/ leading practices studies component conducted in past 5 years	Number: Proof to be submitted for each project: i.(Copy of Work Order/ Contract Document indicating scope of work, deliverables, cost, timelines ii.Completion Certificate from Client indicating timelines)
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Section B

Provide details of projects (Upto 9 best projects only) completed by the agency () in the format below:

	Details required	Project-1 Ref page no. of Proof submitted	Project-9 Ref page no. of Proof submitted
A	Name of the project		
B	Managed projects with more than 1000 samples	Yes/No	Yes/No
C	Managed data collection by using online methods	Yes/No	Yes/No
D	Collected both qualitative and quantitative data	Yes/No	Yes/No
E	Projects managed deploying more than 3 core team members in a project	Yes/No	Yes/No
F	Project is related to international best practices/benchmarking for Indian Government clients	Yes/No	Yes/No

Section C

(Technical Presentation)

- Details on expertise (e-Governance, IT, Health, Rural Development, Business & Finance, Public Policy, Gender, Livelihood etc) and organizational experience in the area of assessment of e-Governance/ICT projects and Sector Development Work to maximum of two A4 pages.
- Mention deliverables on monthly basis. The agency shall propose/ justify the activities, content and duration, and interrelations, resource planning to be deployed and delivery dates consistent with the scope of work/deliverables, showing understanding of the RFE. It may kindly be noted that the timeline for completing the activities would be 6 months. Applicant is required to describe the work schedule for different tasks using the following format:

No.	Activities, Phases and Resources etc	Months					
		1	2	3	4	5	6
i							
ii							

<Date & Place>

< Authorized Signatory >
< Full Name & Designation >
< Agency's seal >



Annexure 4: Terms and Conditions of Agreement with empanelled agency (lead partner in case of consortium).

1. The empanelment shall be valid till March 2017 from the date of empanelment agreement. NeGD reserves the right to extend the same for another one year based on periodic reviews to assess the performance during the specified duration of empanelment on the same terms & conditions.
2. The servicing team of the agency must be available to NeGD Headquarter, New Delhi as and when required by NeGD.
3. The agency may be required to work with or work for line ministries/departments of Central/state government or any agency assigned by NeGD.
4. NeGD will sign an empanelment agreement separately with the agencies. After signing of the agreement, no variation or modification of the terms of the agreement shall be made except by written amendment signed by both the parties.
5. A separate work order will be given to the selected agency for each assessment project based on RFQ evaluation process at later stage. The selected agency/consortium shall not assign the any of the project work to any other agency, in whole or in part, to perform its obligation under the project agreement.
6. In case of delay in execution of the assigned work by the agency, NeGD may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 20%). may be imposed by NeGD. If the delay is beyond 4 weeks then NeGD may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. NeGD may debar and blacklist the Agencies for applying in its future empanelment/RFQ process also.
7. If any of the services performed by the Agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interaction with NeGD/stakeholders), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Agencies and NeGD decides to abort the contract/agreement because of such failure, then a sum up to 50% of the value of the contract shall be recovered from the Agencies. This shall be without prejudice to other remedies available under law and this agreement with NeGD.
8. An EMD amounting to Rs 2.00 lakh (Rupees Two Lakh Only) shall be retained by the NeGD for the empanelment duration. No interest will be payable to the agency on the amount of EMD. The EMD will be returned to unsuccessful applicants after completion of empanelment process. The EMD may be forfeited:
 - (a) If a applicant withdraws his proposal or cancels agreement of empanelment
 - (b) In case successful applicant fails to sign the agreement for any reason not attributable to NeGD
 - (c) During the process, if a applicant indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of evaluation/finalization

- (d) If any information is found to be wrong/manipulated/hidden in the proposal information
 - (e) The decision of NeGD regarding forfeiture of the EMD amount and rejection of proposal shall be final and binding to the applicant
 - (f) If the agency do not participate in RFQ Process on continuous basis (3 times consecutively or 4 times in a year).
9. Performance Bank Guarantee (for specific award of work through RFQ Process)
- (a) The successful/empanelled agencies, at its own expense, shall deposit with NeGD, within a week of signing of a contract for any assigned work, an unconditional and irrevocable Performance Bank Guarantee (PBG) of equivalent to 10% of total work award value from a nationalized bank with lien marked to Media Lab Asia-NeGD, New Delhi
 - (b) If any advance payment is made to the agency for the assigned work, the agency shall deposit an additional unconditional and irrevocable Performance Bank Guarantee (PBG) equivalent to the advance payment from a nationalized bank with lien marked to Media Lab Asia-NEGD, New Delhi
 - (c) The PBG will be payable on demand, for the due performance and fulfilment of the agreement and be valid beyond three months from the expiry of the duration of any assigned work
10. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “NeGD” and “the applicant”. No partnership shall be constituted between NeGD and the applicant by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.
11. The empanelled agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NeGD’s interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
12. NeGD will de-empanel the empanelment, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:
- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NeGD or any personnel in contract executions.
 - (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to NeGD, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non competitive levels and to deprive NeGD of the benefits of free and open competition.

- (c) “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
 - (d) ”Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
 - (e) “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 the contract in question.
13. Applicable Law would mean 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.
 14. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.
 15. The assessment material used by the agencies shall be in accordance with the guidelines laid down by NeGD from time to time.
 16. The applicants will indemnify NeGD against any misuse of Brand Name and Logo. For any misuse of Brand name and logo, the applicant themselves will be held responsible. NeGD will take necessary legal actions for such cases.
 17. NeGD will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.
 18. Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one month advance notice in writing to the other party.
 19. NeGD reserves the right to withdraw/ terminate empanelment in any of following circumstances:
 - a) Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant’s organization
 - b) Information provided to NeGD is found to be incorrect;
 - c) Empanelment conditions are not met within the specified time period;
 - d) Misleading claims about the empanelment status are made;
 - e) Clear evidence is received that there is breach of copyright;
 - f) Not participating in RFQ Process (3 times consecutively or 4 times in a year).
 20. If the agency does not execute the contract/agreement to the satisfaction of the NeGD then the NeGD may invoke any or all of the following clauses.
 - a) Forfeit the EMD and Performance Bank Guarantee Amount
 - b) Terminate the contract/agreement.

21. The rates quoted (at RFQ Stage) shall be in Indian Rupees and shall be inclusive of all taxes, duties except service Tax, as applicable, up to the completion of job. Service Tax will be reimbursed on actual on submission of documentary evidence.
22. All decisions taken by the NeGD regarding empanelment shall be final and binding on all concerned parties.
23. The Agency is responsible for and obliged to conduct all activities as defined in the scope of work in accordance with the Agreement.
24. The Agency is obliged to work closely with the NeGD's staff, act within its own authority and abide by directives issued by the NeGD.
25. The Agency will abide by the job safety measures prevalent in India and will free the NeGD from all demands or responsibilities arising from accidents or loss of life. The Agency will pay all indemnities arising from such incidents and will not hold the NeGD responsible or obligated.
26. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.
27. The Agency will treat as confidential all data and information about the NeGD and assigned projects, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the NeGD.
28. NeGD will have right to drop any agency from the empanelled list without assigning any reason whatsoever. NeGD also reserves the right to modify the term and conditions of empanelment.
29. The agency should be able to execute order at short notices and even on holidays.
30. Agency should have resources with proficiency and proof reading facilities in multiple official languages of India.
31. NeGD reserves the right to make necessary modification to the assessment documents etc.
32. Agency will be responsible for transportation of material across India, if required by NeGD.
33. The agency will take approval from NeGD/Project Head for any manpower pre-requisite/changes.
34. NeGD also reserves the right to empanel any other agency or employ any agency outside the list of empanelled agencies, if required.

***** End of RFE Document*****