

RFP No.: NeGD/ 02-04/2016



**RFP for Impact Assessment
of
Capacity Building Phase II**

February 2016

Published by



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

THIS PAGE IS INTENTIONALLY KEPT BLANK

Table of Content

1. In troduction.....	5
2. Critical Information.....	5
3. Fact Sheet:.....	6
4. Background	7
5. Pre-Qualification Criteria	8
6. Scope of Work	9
7. Deliverables.....	10
8. Roles and Responsibilities	10
9. Queries and Issue of Responses / Corrigendum.....	11
10. Submission /Completeness of Response	11
11 Venue and Deadline for Submission.....	12
12 Evaluation of bids	13
13 Technical bid evaluation Criteria	13
14 Financial Bid Evaluation	15
15 Performance Bank Guarantee	15
16 Award of Contract	16
17 Miscellaneous Terms & Conditions	16
18 RFP Submission forms.....	19
19 General Conditions of Contract (GCC)	19
Annexure I: Capacity building phase II - Components.....	24
Annexure II: States divided into different categories.....	27
Annexure III: Format of sending Pre-bid queries	28
Annexure IV: Declaration (On the Proposer's Letter Head).....	29
Annexure V: Covering letter for submitting proposal	30
Annexure VI: Details of the Responding Firm	32
Annexure VII: Declaration for not being blacklisting.....	33
Annexure VIII: Technical Proposal Format.....	34
Annexure IX: Curriculum Vitae (CV) for Proposed Professional Staff Template	35
Annexure X: Financial Proposal.....	37
Annexure XI: Details of the Project undertaken	38

THIS PAGE IS INTENTIONALLY KEPT BLANK

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 and distributed to multiple Central/ State 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 being coordinated by DeitY and implemented by the entire Government.

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 Requests For Proposals from reputed Institutions/Organizations (hereafter referred as 'Agencies') to execute the Projects called 'Assessment of Capacity Building Projects Under Digital India'. For more details about NeGD kindly visit <http://negd.gov.in/>.

2. Critical Information

- 2.1 Applicants are advised to study this RFP document carefully before submitting their proposal. Submission of a proposal in response to this RFP 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 Proposer(s) 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 "**Request for Proposal for Impact Assessment of Capacity Building Scheme Phase II under Digital India,**" containing the 'Technical Proposal' and 'Financial Bid' in two separate sub-envelopes as explained in this document.
- 2.4 The name and contact details of the Proposer should be clearly indicated on all the envelopes.

3. Fact Sheet:

Sr.	Information	Details
1)	RFP No. and Date	NeGD/02-04/2016 <<date>>
2)	Date of pre-bid conference	14 March 2016 3 PM
3)	Place of pre Bid Conference	Conference Room, National e-Governance Division, Electronics Niketan, 4 th Floor, 6 CGO Complex, New Delhi 110003
4)	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>	15 March 2016 4 PM Kamal Jain, Sr General Manager, CB National e-Governance Division, Electronics Niketan, 4 th Floor, 6 CGO Complex, New Delhi 110003 e-Mail ID: kamal.jain@negp.gov.in
5)	Release of response to clarifications on www.negd.gov.in	17 March 2016
6)	Last date (deadline) for submission of RFP Proposal	28 March 2016 3 PM
7)	Addressee and Address at which proposal in response to RFP notice is to be submitted	Director, CB National e-Governance Division, Electronics Niketan, 4 th Floor, 6 CGO Complex, New Delhi 110003
8)	Opening of Proposal and Technical Proposal	28 March 2016 3.30 PM
9)	Presentation on RFP Proposal by the Proposer(s)	will be intimated & notified at www.negd.gov.in and by mail to shortlisted proposers
10)	Financial Bid Opening	will be intimated & notified at www.negd.gov.in
11)	EMD - INR 2,00,000	In the form of Demand Draft or Fixed Deposit Receipt (valid for a period of one year) from a Scheduled commercial bank in favor of: Media Lab Asia - NeGD, payable at New Delhi. (Not for Profit Organizations/ Institutions promoted by Central/ State Govt are exempted from EMD) (Refer annexure VI)

4. Background

Department of Electronics and IT (DeitY) has entrusted the implementation of Capacity Building Scheme Phase II under Digital India to National e-Governance Division (NeGD). The capacity building scheme (CB Scheme Phase I) was approved by the Government of India in 2008 for taking National e-Governance Plan (NeGP) forward across the country in all the States and Union Territories. The scheme aims at providing technical and professional support to State level policy and decision making bodies and to develop specialized skills for e-Governance both at Central Line Ministries and State/UTs.

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

In order to meet the objective of Capacity Building for Digital India and building capacities at this magnitude can only be done by leveraging technology, conduct competency based skill building (e-Governance Competency Framework) and building partnerships with training institutes, industry and academia. Hence, NeGD as the central coordinating agency at the national level is working with this vision to meet the objective. At the State/UT level, Secretary of the respective State IT Department (or any other department nominated by the State government) and the State Nodal Agencies are responsible for implementing the proposed Capacity Building scheme Phase II.

Trainings under CB-II are further enhanced through new modes of teaching methodologies by the use of technology to increase the reach, create systematic training information and easy access to information; Development of a Learning Management System (LMS) and Knowledge Management System. An e-Governance Competency Framework (e-GCF) has also been developed with an objective to strengthen capacity building for e-Governance/ Digital India by setting standards in people selection, deployment and trainings.

CB-II was approved for a period from 10th January 2015 to 31st March 2017 with an overall outlay of INR 423.87 Cr, departments and audiences distributed across all the states/ UTs and Central line ministry as the key stakeholders as implementing agencies of NeGP 2.0 under Digital India Components.

5. Pre-Qualification Criteria

Sr.	Eligibility Criteria	Supporting Proof/ Documents required
1)	i. Should be a Registered Legal Entity in India for at least 5 years on the last date of the submission of proposal. ii. Should be a Management/ Strategic consulting / market research agency, policy research institution, academic institutions of national importance like IIMs, IITs, IIITs, agencies etc.)	i. Copy of registration certificate indicating date and incorporation status & address ii. MoA (Memorandum of Association) /AoA (Article of Association) or the relevant document stating the desired domain in the organizational objectives.
2)	Should carry an active and valid Service Tax & PAN registration (Income Tax Department, Government of India)	Copy of PAN & service tax registration
3)	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).	i. Engagement details (as per the Annexure XI) ii. Copy of Work Order/ Contract Document indicating scope of work, deliverables, cost, timelines iii. Completion Certificate from Client indicating timelines/ payment advice of the client
4)	Should have annual overall turnover of at least 10 Crore in each of the last three financial years (2014-15, 2013-14, 2012-13).	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
5)	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 RFP.	Declaration by the Head of Proposer on letter head (as per the Annexure VII)

6. Scope of Work

The area/ activities that would be comprising the scope of work at a higher level are listed below. However the proposer should go through the attached **Annexures I** to comprehend the extent and distribution of desired scope.

- 6.1 Study NeGP and Digital India programme to comprehend the context and objective of capacity building plans.
- 6.2 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.
- 6.3 Develop assessment methodology, Identify the sample size for the assessment, sampling methodology, communication plan, data collection mode, analysis plan etc. and obtain NeGD buy in over the same.
- 6.4 Prepare the questionnaire, trackers, survey forms, reporting templates etc. and obtain NeGD sign off.
- 6.5 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.
- 6.6 This also include Travel and stay to the selected states/ UTs (as per the sampling coverage) for field survey, to interview with the key stakeholders across the states/UTs and central departments.
- 6.7 Periodic reporting of the progress of the assessment to NeGD as per agreed frequency.
- 6.8 Prepare the draft outcome report, along with suggestions/ observations for the way forward, conduct a workshop to discuss the observations and findings and take up observations/ inputs, if any.
- 6.9 Submit the final report to NeGD. The raw data and responses would be the property of NeGD and shall be submitted to NeGD.
- 6.10 Develop the strategy and Detailed Project Report (DPR) for the next phase of Capacity Building in line with the overall objective of Digital India and outcome of this assessment study, in consultation with NeGD.
- 6.11 Sampling Coverage (Expectations) : A sample size of at least 7 states/UT and 3 central line ministries / MMPs are expected to identify for the survey such that it cover up variation among states/ UTs in respect to size, e Governance readiness and its geographical distribution. The proposer is expected to come up with its sampling strategy, however some of the points that are expected to consider during sampling are
 - 6.11.1 At least 2 samples each from category A, B and C state/ UTs types (refer **Annexure II** for the State distribution)
 - 6.11.2 At least one NE states/ UTs must be included for the survey

7. Deliverables

The Proposer is expected to perform the assessment and further furnish the following deliverables,

- 7.1 Inception report
- 7.2 Approach Document and Assessment Plan
- 7.3 Assessment Strategy and tools
- 7.4 Draft assessment report and raw data
- 7.5 Discussion workshop to discuss the draft report
- 7.6 Final assessment report along with analytics and recommendations if any
- 7.7 Strategy Document and DPR, as itemized in point no 6.10 above.

8. Roles and Responsibilities

8.1 NeGD:

- 8.1.1 To provide access to programme related artifacts that may be required to study and take this assignment.
- 8.1.2 To issue necessary communications to respective stake holders that would be required for proposer to take up the survey and connect to the target audiences.
- 8.1.3 Nominate a SPOC and NeGD coordinator for this entire exercise.
- 8.1.4 Provide necessary approvals/ comments on the deliverable submitted by proposer.
- 8.1.5 Organize one half day, discussion workshop; in Delhi, for the proposer to present and discuss the draft report.
- 8.1.6 Release payments as it may be agreed with the proposer.

8.2 Proposer:

- 8.2.1 Deploy a suitable team to take the task and identify a SPOC.
- 8.2.2 Develop the overall assessment plan and schedule in consultation with NeGD.
- 8.2.3 Plan and conduct the assessment study.
- 8.2.4 Proposer would be required to further communicate with identified audiences and stakeholders to further schedule the meetings and conduct field survey.
- 8.2.5 Take up necessary travel and logistic arrangement for taking up the survey and assessment work. This will include periodic review and consulting meetings at NeGD Delhi office.

9. Queries and Issue of Responses / Corrigendum

- 9.1** Any enquiry/clarification from the prospective applicants, related to this RFP, must be directed in writing via email or by post exclusively to the contact person notified in this RFP document. Telephone calls will not be accepted. In no event will 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. "**Refer Annexure III**"
- 9.2** **Clarification will be notified only on the NeGD website (www.negd.gov.in).**
- 9.3** After publication of this RFP, 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.
- 9.4** At any time prior to the last date for receipt of RFP, NeGD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the RFP 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 RFP.
- 9.5** 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 Proposals.

10. Submission /Completeness of Response

- 10.1** Applicants are advised to study all instructions, forms, requirements and other information in the RFP documents carefully.
- 10.2** The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to this document will be at the Proposer's risk and may result in rejection of its Proposal.
- 10.3** The application shall be submitted in a sealed master envelope and superscripted "Request for proposal for Impact Assessment of Capacity Building Phase II" & RFP No NeGD-February-2016 This master envelope should contain:
- 10.3.1 Sub envelop – 1 (Pre- Qualification)**
- 10.3.1.1** Declaration as per **Annexure IV**
- 10.3.1.2** Cover Letter as per **Annexure V**

10.3.1.3 Details of the firm as mentioned in **Annexure VI**

10.3.1.4 EMD as indicated in the fact sheet. Application without EMD, if not exempted, will be summarily rejected. EMD of all other Proposer shall be returned after on boarding of successful Proposer.

10.3.1.5 Letter of authorization in favor of the person signing the proposal.

10.3.2 Sub envelop - 2 (Technical Proposal) (refer Annexure VIII)

10.3.2.1 Copy of RFP duly signed by the authorized signatory of Proposer (on each Page)

10.3.2.2 Technical Proposal with all required documents with list of contents, page numbers, duly signed and stamped on each page by the authorized person.

10.3.2.3 One soft copy in the form of a non-rewriteable CD, duly signed using a Permanent pen Marker and should bear the name of the Proposer.

10.3.3 Sub envelop-3 (Financial Bid)

10.3.3.1 Financial Bid as per **Annexure X**

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

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

10.6 Proposer 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.

10.7 RFP document submitted by the Proposer should be concise and contain only relevant information as required.

11 Venue and Deadline for Submission

11.1 Proposals must be received at the address specified before the scheduled time. **(Refer Fact Sheet)**

11.2 Beyond this no proposal will be accepted by NeGD and returned unopened to the Proposer.

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

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

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

12 Evaluation of bids

12.1 Any attempt by Proposer to influence the RFP process may result in the rejection of its Proposal.

12.2 An Evaluation Committee constituted by NeGD will open and evaluate the fulfillment of eligibility criteria, technical proposals and presentation.

12.3 The NeGD shall evaluate the responsiveness to the RFP to determine whether the response to RFP is generally in order. The NeGD can seek additional information from the Applicants, if needed. The response to the RFP not conforming to requirements will be rejected.

12.4 The agencies fulfilling the eligibility criteria will be considered for technical proposal evaluation and, will be called for technical presentation.

12.5 The technically qualified agencies shall only be considered for opening of financial bids.

12.6 The decision of the NeGD in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the evaluation process.

12.7 The NeGD reserves the right to reject any or all proposals.

12.8 Evaluation score will be assigned to the proposals based on the following criteria:

13 Technical bid evaluation Criteria

S No.	Criteria	Marks
1	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)	1 project --- 10 2 project --- 15 >2 projects - 20
2	Total no of Government impact assessment/ Programme of similar nature done in past during last 7 years (From 2008-09 to 2014-15). (provide details as per Annexure XI)	2 project --- 10 3 - 4 project --- 15 >4 project --- 20
3	Technical Proposal, timelines and Proposed Project team to be deployed (as per Annexure IX)	As per evaluation committee (Max 30)

S No.	Criteria	Marks
4	<p><u>Technical presentation covering the proposed Approach & Methodology:</u></p> <p>Demonstration of understanding of the project's objectives, scope and requirements. Following parameters will be examined for evaluation:</p> <ol style="list-style-type: none">1) Clarity and depth of understanding of the project's objectives, scope and requirements2) Proposed methodology & assessment plan3) Summary of previous projects of similar nature done	<p>As per evaluation committee</p> <p>(Max 30)</p> <p>(the presentation team should have the resources proposed to anchor the project)</p>

14 Financial Bid Evaluation

- 14.1** Financial Bid of the Technically Qualified Bidders, who scored Seventy (70) marks or more, will only be opened.
- 14.2** The basis of selection will be Quality & Cost Based Selection (QCBS). Technical Bid Score (Tb) will be given a weightage of 70% and Financial Bid Score (Fb) will be given a weightage of 30% (to be calculated from the quoted financial bid). The Bid, that obtains the highest Overall Score (Ts) value, will be rated as the Best Value Bid.
- 14.3** In case two bidders have same Final Score, the Proposer having higher Technical score would be considered for award of the contract.
- 14.4** The overall score shall be calculated as follows: -
- a) $Ts = 0.70 \times Tb + 0.30 \times Fb$, where
 - b) Ts = Total Score
 - c) Tb = Technical score of the proposer
 - d) $Fb = (\text{Least financial bid} / \text{Financial bid of the proposer}) \times 100$
- 14.5** NeGD reserves the right to negotiate and award the contract to the most responsive Proposer as per the QCBS criteria as mentioned below:

15 Performance Bank Guarantee

- 15.1** The Proposer shall submit a unconditional, irrevocable Bank Guarantee of amount equivalent to 10% of the Contract Value as unconditional and irrevocable Performance Bank Guarantee (PBG) from the Nationalized/ Scheduled Bank in the name of Media Lab Asia - NeGD.
- 15.2** The bidders exempted from EMD , if successful, may be considered to be exempted from PBG. In such case the successful Proposer has to submit a bond as per GOI prescribed format in lieu of PBG.
- 15.3** The Performance Bank Guarantee shall be valid till 6 months from the date of signing of the contract. The Performance Bank Guarantee shall be returned to the Proposer only on completion of all work satisfactorily by contract end date. In case Proposer fails to perform the obligation as per the agreement, the Performance Guarantee will be evoked by NeGD. The Performance Guarantee shall be returned to the Proposer within sixty (60) days from the date of the successful discharge of the contractual obligations.

15.4 NeGD shall also be entitled to make recoveries from the Proposer's Bills, Performance Bank Guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatements.

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

16 Award of Contract

16.1 Prior to the expiration of the period of proposal validity, NeGD or its authorized person will notify with a Letter of Intent to the best value Proposer in writing or by email. The Proposer shall acknowledge in writing to NeGD the acceptance of the LOI and shall submit the Performance Bank Guarantee and sign the agreement with NeGD within fifteen (15) days of receipt of the LOI. Failing to respond as stipulated above, NeGD reserved the right to increase the timeline or forfeit the EMD submitted by the Proposer.

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

16.3 The agreement between NeGD and the successful Proposer shall refer the RFP conditions.

17 Miscellaneous Terms & Conditions

17.1 The Bidders must individually submit their Technical and Financial Offers. Consortium is not allowed.

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

17.3 The selected Proposer shall not outsource the work to any other Associate / Franchisee / Third party under any circumstances without the prior written approval of NeGD.

- 17.4** The selected Proposer shall perform the services and carry out its obligations with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional training / consulting standard recognized by National / International Professional Bodies and shall observe sound management practice. It shall deploy appropriate advanced technology and safe and effective methods.
- 17.5** The selected Proposer automatically agrees with NeGD for honoring all aspects of Fair Trade Practices in executing the work orders placed by NeGD.
- 17.6** The selected Proposer shall take all the necessary permissions required from various Government bodies, and other entities wherever required to carry out the work.
- 17.7** In the event the selected Proposer or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with NeGD, should be passed on for compliance to the new company/ new division in the negotiations for their transfer.

17.8 Failure To Agree With The Terms & Conditions Of The RFP

Failure of the Proposer to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the Award of Contract, in which event the contract may be awarded to the next most responsive Proposer.

17.9 Indemnity

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

17.10 Force Majeure

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

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a force majeure event only where such failure or delay could not have reasonably

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

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

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

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

The selected Proposer shall inform NeGD in writing, the beginning and the end of the above causes of delay, within seven (7) days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one (1) month, if arising out of clauses of force majeure, NeGD reserves the right to cancel this agreement without any obligation to compensate the selected Proposer in any manner for what so ever reason, subject to the provision of clause mentioned above.

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to fire, flood, tsunami, explosion, acts of God or public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Proposer shall promptly notify NeGD in writing of such condition and the cause thereof. Unless otherwise directed by NeGD, the successful Proposer shall continue to perform its obligations under the

contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful Proposer shall, at the discretion of NeGD, be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

18 RFP Submission forms

18.1 The entire proposal shall be strictly as per the format specified in this Request for proposal and any deviation may result in the rejection of the RFP. The applicants are expected to respond to the RFP using the forms/ Annexure given in this document. The RFP Proposal shall comprise of following forms:

18.1.1 Annexure I: Capacity building phase II - Components

18.1.2 Annexure II: Categorization of States

18.1.3 Annexure III: Format of sending Pre-bid queries

18.1.4 Annexure IV: Declaration (On the Proposer's Letter Head)

18.1.5 Annexure V: Covering letter for submitting proposal

18.1.6 Annexure VI: Details of the Responding firm

18.1.7 Annexure VII: Declaration for not being blacklisted

18.1.8 Annexure VIII: Technical Proposal Format

18.1.9 Annexure IX: Curriculum Vitae (CV) for proposed professional

18.1.10 Annexure X: Financial Proposal

18.1.11 Annexure XI: Details of the project

19 General Conditions of Contract (GCC)

19.1 Fraud and Corruption

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

a) NeGD will reject the response of the proposer, if the proposer has been determined by NeGD to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NeGD or any personnel during the tenure of project.

2. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to NeGD, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive NeGD of the benefits of free and open competition.
3. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
4. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the project period.
5. "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 Proposer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project.

19.2 Confidentiality

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

Moreover, in the performance of the Agreement or in contemplation thereof, proposer and its employees and agents may have access to confidential information owned or controlled by the other party relating to content, project, programs, software, plans and other data (hereinafter 'Information'), All Information supplied by NeGD or any other government department, which is not in public domain. The receiving proposer shall use a reasonable degree of care, which the receiving proposer uses to protect its own proprietary and confidential information, to keep, and have its employees and agents keep, confidential any and all Proprietary Information. In keeping therewith, the recipient shall not copy or publish or disclose the Proprietary Information to others, or authorize its employees, or agents or anyone else to copy, publish or disclose it to others, without the disclosing party's written approval, nor shall the receiving party make use of the Proprietary Information except for the purposes of executing its obligations as per agreement/scope of work, and shall return the Proprietary Information to the disclosing party at its request. These nondisclosure obligations will not apply to Proprietary Information which: (a)

becomes generally known to the public by publication or by any means other than a breach of duty on the party of the recipient hereunder; (b) is information previously known to the recipient; (c) is information independently developed by or for the recipient; or (d) is information released by the owning party without restriction or released pursuant to a judicial or governmental decree.

19.3 Resolution of Disputes

It is mutually agreed between the parties that all differences or disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations. If such differences cannot be resolved by discussions and negotiations then the same shall be referred to the arbitration of sole Arbitrator, who shall be appointed as under the provisions of the Arbitration and Conciliation Act, 1996. The decision and award of the arbitrator so appointed shall be final and binding on both the parties. The provisions of Arbitration and Conciliation Act, 1996 and any statutory modification and reenactment thereof, shall apply to such arbitration. The arbitration proceedings shall be held in New Delhi and the courts in New Delhi alone shall have exclusive jurisdiction in respect of all such matters.

19.4 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.

19.5 Termination / Withdrawal

NeGD reserves the right to withdraw/ terminate the contract without any liability of NeGD and forfeit the Performance Guarantee Amount, in any of following circumstances:

1. Proposer becomes insolvent, bankrupt, resolution is passed for the winding up of the Proposer' organization
2. Information provided to NeGD is found to be incorrect;
3. RFP conditions are not met within the specified time period;
4. Misleading claims are made;
5. Clear evidence is received that proposer has breached copyright laws/ plagiarized from another source;

19.6 Only one application

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

19.7 Disclaimer

- (i) This RFP is not an offer by the NeGD, but an invitation to receive responses from eligible interested applicants as impact assessment Proposer for CB-II. No contractual obligation whatsoever shall arise from this process.
- (ii) The evaluation shall be strictly based on the information and supporting documents provided by the proposers in the responses submitted by them. It is the responsibility of the applicants to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. In case, information required by NeGD is not provided by Proposer, NeGD may choose to proceed with evaluation based on information provided and shall not request the Proposer for further information. Hence, responsibility for providing complete information as required in this form lies solely with Proposer.

19.8 Binding Clause

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

19.9 Proposer's Integrity

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

19.10 Proposer's Obligations

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

19.11 Penalty & Payment terms

Detailed scope of work, timelines of deliverables, payment terms and penalty clauses will be shared during actual allocation of work. All incidental expenses of execution of the agreement shall be borne by the successful proposer.

19.12 Working Hours / Days

- a) When engaged, the Proposer will keep to the normal working hours of NeGD or the State Government.
- b) The Proposer will also follow the Holiday Schedule of DeitY or the State Government where they are placed. However, the Proposer may be required to work even on holidays/closed days and at times beyond normal office hours due to exigencies of work for which no additional payments shall be made by NeGD/concerned state government/stakeholders

19.13 Bankruptcy and Insolvency

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

----- End of Document -----

Annexure I: Capacity building phase II - Components

1. Components under DeitY funds to NeGD

I. SeMT Manpower

The fund shall provide for the following expenses incurred by NeGD on SeMTs:

- a. Payment of compensation and other benefits to the SeMTs post appointment through direct recruitment from the market and deputation from the Central/State Government/ PSUs.
- b. Salary of office assistant for the purpose of assisting SeMTs in their day to day working.
- c. Miscellaneous expenses incurred in the process of appointing SeMTs such as expenses on recruitment / advertisement etc.

II. SeMT/PeMT Training

Orientation programme for SeMTs will be organized centrally by NeGD, after their appointment to which the SeMTs will be invited as per pre-defined schedule. The objective of the programme would be to build awareness in areas like e-Governance project life cycle and ecosystem in the country, Monitoring & Evaluation (M&E) Framework, Programme Management, Government Process Reengineering (GPR), Change Management, Technology, Funding and other policies related areas etc. The programme shall cover case studies and best practices for better understanding of e- Governance.

Orientation programme for PeMTs is envisaged to be similar to the orientation programme for SeMTs in terms of content and delivery. Therefore, States may also nominate their PeMTs along with SeMTs for the centrally organized orientation programme by DeitY, GoI

The fund shall provide for the operational expenses of SeMTs/PeMTs incurred during the course of training including travel, boarding, lodging of participants and other miscellaneous expenses.

III. Operational Expenses

a. IT Infrastructure

The fund under IT Infrastructure is allocated for expenses incurred in setting up of IT related systems to facilitate the working of SeMTs on the confirmation of their appointment.

The fund shall provide for procurement and maintenance of IT hardware and other computer peripherals, software applications etc. required for SeMTs. The fund can also be utilized for furnishing such as computer tables, chairs etc. to set up of IT hardware.

b. Outsourcing

The fund under 'Outsourcing' is allocated for bearing expenses incurred by SeMTs in seeking consultation from external agencies for project related activities such as preparation of DPRs, RFPS, framework, guidelines and other emerging technology specific study etc.

c. Operational Cost (expenses)

The fund shall provide for expenses incurred on travel (both local and domestic), boarding, lodging and other incidental expenses of SeMTs. This will also provide towards expenditure on mobile and internet uses of SeMT.

A detailed set of HR policy covering travel, mobile and internet entitlements for SeMTs are already issued by NeGD.

d. Office maintenance

The fund shall cover consumables (both IT and other office consumables), procurement of telephone equipment and installation, communication expenses, network bandwidth expenses and other office maintenance related expenses.

2. Components under DeitY NeGAP Funds to State

I. Apex / Policy Level Sensitization and awareness Workshops

The funds to be utilized for conducting Sensitization and awareness Workshops/ exposure visits for political executives and policy level officials in order to pave way and accelerate the implementation of Digital India.

II. Technical training and Thematic workshops

Funds to shall be utilized for conducting specialized programmes on specific themes, programmes on special themes such as use of Open source technology and standards, Big data analytics, Cyber Security, Use of GIS, SMAC trends in technology etc.

III. Specialized Training Programmes for State Officials/ SeMT/PeMT

The fund shall be utilized for training officials of State departments/ SeMT/PeMT on areas such as e-Governance framework, exposure to best practices, PPP, Change Management, DPR, RFP, Project Management, new . e-Governance courses, refreshers, learning areas in the

emerging technology and technology management etc. and **Trainings for officers identified under Virtual IT cadre shall be given preference under this component.**

The fund shall provide for the costs incurred on the delivery of training programmes stated above as well as the operational costs (lodging & boarding of State Officials) incurred in the process of delivery of such programmes. This will also include inviting external resources/visiting faculty for these trainings.

IV. Localization & Customization of Trainings

The fund shall cover costs incurred on localization and customization of trainings. The focus should be to equip State and National Level Training Institution to support delivery of e-Governance training programme by specifically providing for Training of Trainers, bringing in External faculty, content customization and local language conversion.

Annexure II: States divided into different categories

Sr. No.	State	Category
1	Assam	C
2	Arunachal	C
3	Manipur	C
4	Meghalaya	C
5	Mizoram	C
6	Nagaland	C
7	Tripura	C
8	Sikkim	C
9	Uttarakhand	C
10	Himachal Pradesh	C
11	Jammu & Kashmir	C
12	A&N	B
13	Delhi	B
14	Chandigarh	B
15	Dadra & NH	B
16	Daman & Diu	B
17	Lakshadweep	B
18	Pondicherry	B
19	Seemandhra	A
20	Telangana	A
21	Assam	A
22	Bihar	A
23	Chhattisgarh	A
24	Gujarat	A
25	Haryana	A
26	Jharkhand	A
27	Karnataka	A
28	Kerala	A
29	Madhya Pradesh	A
30	Maharashtra	A
31	Orissa	A
32	Punjab	A
33	Rajasthan	A
34	Tamil Nadu	A
35	Uttar Pradesh	A
36	West Bengal	A
37	Goa	A

Annexure III: Format of sending Pre-bid queries

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

Name of the Proposer- <<>>

Contact Address of the Proposer- <<>>

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

Signature:

Name of the Authorized signatory:

Company seal:

Annexure IV: Declaration (On the Proposer's Letter Head)

DECLARATION

1. I, _____ (Name & Designation) solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be debarred from selection.
2. I permit NeGD to inspect my records to ascertain the above facts.
3. I permit NeGD to cross check the above facts from any other source.
4. I or my authorized representative, if required by NeGD, would make a presentation before the duly constituted Committee at my own cost
5. I have read & understood the RFP and agree to all the terms & conditions stated therein.

SIGNATURE

Full name and designation:

Date:

(Seal of organization)

Annexure V: Covering letter for submitting proposal

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

{Place}

{Date}

To

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

Ref: RFP for Impact Assessment of Capacity Building Scheme Phase II under Digital India, no. _____ dated _____

Subject: Submission of technical proposal in response to RFP for Impact Assessment of Capacity Building Projects under Digital India

Dear Sir/Madam,

1. We have examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP no. _____ dated _____ for “Impact Assessment of Capacity Building phase II”, in full conformity with the said RFP document.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. In the event of acceptance of our bid, we do hereby undertake:-
 - a. To commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.
 - b. We affirm that the prices quoted are inclusive of all charges and all sales/service taxes.
4. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of **180 days** from the date of submission of the bid.

5. The EMD as given in section 3.11 fact sheet is attached with this proposal. (Give the details of instrument No ----- amount----- drawn on _____ dated _____)/ we are exempted from the EMD. The supporting artifact are attached with this letter.
6. The EMD of 2 Lakhs submitted by us may be en-cashed if we do not submit the requisite Performance Bank Guarantee within 15 days of award of contract for “Impact Assessment of Capacity Building phase II”. **“Refer Annexure VI”**
7. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
8. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
9. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
10. We understand you are not bound to shortlist / accept any proposal you receive.

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

Sincerely,

FIRM'S NAME

Signature of Authorized Signatory and Seal of the proposer

Name

Title

Date:

Annexure VI: Details of the Responding Firm

1	Details of the Proposer	
	Name	
	Address Corporate Office, Local Office	
	Telephone	
	Fax	
	Website	
	e-Mail	
2	Details of the Authorized person for the bid	
	Name	
	Designation	
	Telephone	
	Fax	
	e-Mail	
3	Registration related details	
	Registered as	
	Registration No	
	Date	
4	Details of Similar Assignments Completed in last 7 years	Please Provide details in Annexure-XI along with requisite supporting
5	Annual Turnover during last three financial Years. (Note: Please enclose balance sheet and Profit & Loss statement duly certified by authorized auditor)	FY 2012-2013 FY 2013-2014 FY 2014-2015
6	Details of the EMD submitted 1. Amount 2. DD No, date and bank (Please attach DD)	(In case the proposer is exempted from EMD, the supporting documents should be provided)
7	Declaration Regarding Blacklisting	Refer format Annexure VII

Annexure VII: Declaration for not being blacklisting

Self-declaration for not being blacklisted by any Government Entity

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

{Place}

{Date}

To

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

Ref: RFP for Impact Assessment of Capacity Building Scheme Phase II under Digital India, no. _____
dated _____

Subject: Submission of technical proposal in response to RFP for Impact Assessment of Capacity Building Projects under Digital India

Dear Sir,

In response to the above mentioned RFP I/We, _____, as _____ <Designation> of M/s _____, hereby declare that our organization _____ is having unblemished past record and is not declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-government or PSU.

Yours Sincerely,

FIRM'S NAME

Signature of Authorized Signatory and Seal of the proposer

Name

Title

Date:

Annexure VIII: Technical Proposal Format

S No.	Details	Response from Proposer
1	Name of the Proposer, authorized official and contact particular	
	Total no. of project took up/ implemented in e-Governance consulting (Certification of Completion and work order/self-declaration required for completed and ongoing projects) in last 3 years (provide details as per Annexure XI)	
2	Total no of Government impact assessment/ Programme of similar nature done is past for last 7 years (2014-15, 2013-14, 2012-13, 2011-12, 2010-11, 2009-10, 2008-09). (provide details as per Annexure XI)	
3	Technical Proposal giving proposers background, brief of experience/ expertise of similar nature of work, proposed approach & methodology, timelines and Proposed Project team to be deployed (CV to be attached as per format given in Annexure - IX)	
4	<p><u>Technical presentation covering the proposed Approach & Methodology:</u></p> <p>Demonstration understanding of the project's objectives, scope and requirements. Following parameters will be examined for evaluation:</p> <p>1) Clarity and depth of understanding of the project's objectives, scope and requirements</p> <p>2) Proposed methodology & assessment plan</p>	

Annexure IX: Curriculum Vitae (CV) for Proposed Professional Staff Template

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

SNo	From [Year]: To [Year]:	Employer	Positions held:

11. Details of Experience in similar projects:

Sr.No	Name of assignment or project and client	Duration, location and Position	Nature of Project	Responsibilities of the resource

12. Certification:

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

Date:

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

Full name of authorized representative:

Annexure X: Financial Proposal

**Request for proposal for Impact Assessment of Capacity Building Projects under Digital India,
reference RFP no. _____ dated _____**

Sr. No.	Criteria	Total Price (In INR) (Rounded off to 100 Rs)
1	Cost of consulting services	
2	Expenses (Travel and Stay costs)	
	Total	

Note

1. The Applicable service Tax would be payable on actual basis, subject to certification of deposition of the same with the tax authorities.
2. All other applicable taxes should be included in the financial proposal. Any change in the government's tax during the project duration will be borne by proposer and will not be transferred to NeGD.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

{Place}

{Date}

Annexure XI: Details of the Project undertaken

Assignment Name:		Country:
Location within Country:		Duration of Assignment:
Name of Client:		Approximate value of the contract:
Address:		Approx. value of the services provided by your firm under the contract:
Start Date :	Completion Date :	No. of person-months of the assignment:
Name of joint venture partner or sub consultants, if any:		No. of months of Professional Staff Involved under the contract:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Company Staff:		

----- end of annexure -----