

No. I-20020/2/2019-CC
Government of India
Ministry of Statistics & Programme Implementation
Data Informatics and Innovation Division

East Block-10, R K Puram,
New Delhi- 110066
Dated: 25/10/2019

NOTICE INVITING TENDER (NIT)

On behalf of the President of India, Data Storage & Dissemination Division (DSDD), Ministry of Statistics & Programme Implementation, invites e-Tender for Setting up a Project Management Unit for Ministry of Statistics & Programme Implementation (MoSPI) at DIID (MoSPI) from reputed professionals as per the scope of work mentioned in the tender document.

The mode of tendering is online via URL <https://eprocure.gov.in/eprocure/> app in a two bid system of a technical bid and a financial bid. The tender document is available on <https://eprocure.gov.in/eprocure/app> and www.mospi.gov.in from 25/10/2019. In case of discrepancies found between the English text version and the Hindi translation, the English version shall prevail.

The tender has to be submitted online on URL <https://eprocure.gov.in/eprocure/app> latest by **26/10/2019 by 18:00 hrs. Manual bids shall not be accepted.** Tenderers are advised to follow the instructions provided in the tender documents for the e-submission of the online bids. The important information of the bids is as under:

EMD (Bid Security)	Rs. 40,00,000/- (Rupees Forty Lakh)
Date & Time of Publishing of Tender	25/10/2019
Date & Time of Pre-Bid Meeting	14/11/2019; 11:00 Hrs
Last Date & Time for Submission of Bid	26/11/2019; 10:00 Hrs
Date & Time for Opening of Technical Bid	27/11/2019; 11:00Hrs
Date & time for opening of financial bid in respect of technically qualified bidders only	To be intimated later
Validity of bid	180 Days from the last date of closing


(Hauliankap)
Under Secretary & Head of the Office
T.No.26105074

Digitally signed by Hauliankap
Date: Fri Oct 25 13:37:41 IST 2019
Reason: Approved

RFP - Reference No. I-20020/2/2019-CC

REQUEST FOR PROPOSAL (RFP)

For

*Setting up a Project Management Unit for
Ministry of Statistics & Programme Implementation
(MoSPI)*

Government of India
Ministry of Statistics & Programme Implementation
Sardar Patel Bhawan
Parliament Street, New Delhi-110001

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1 Important Dates

#	Event	Deadline
1.	Publication of RFP document	25/10/2019
2.	Bid download start	25/10/2019
3.	Pre-Bid Meeting	14/11/2019; 1100 Hrs
4.	Last date and time for bid Submission	26/11/2019; 1800 Hrs
5.	Date and time of opening of bids	27/11/2019; 1100 Hrs
6.	Date of time of opening of Commercial Bids	To be announced
7.	Nodal officer	Shri P S Meena Joint Director, DIID Meena.ps@nic.in

2 Fact Sheet

Sl. No.	Key Information	Details
1.	Assignment Title	Setting up of Project Management Unit at MoSPI
2.	Purchaser	Ministry of Statistics and Program Implementation (MOSPI), Government of India
3.	Location	New Delhi, India
Bid Submissions and Evaluation		
4.	Bid Submissions	E-procurement submission at https://www.eprocure.gov.in
5.	Technical Bid	E-form for Technical bid through the portal https://www.eprocure.gov.in
7.	Financial Bid	E-form for Financial bid through the portal https://www.eprocure.gov.in
Bid Conditions		
8.	Method of Selection / Bid Parameter	<p>The evaluation of proposals shall be on the principle of Quality Cum Cost Based Selection (QCBS) based on the final weighted score.</p> <ul style="list-style-type: none"> ● Only the Bidders matching the pre-qualification criteria will be selected for further evaluation ● The technical proposal shall be evaluated based on technical evaluation as mentioned under “Technical Proposal Evaluation Criteria”. Each responsive Proposal will be given a technical score (St). Technical weightage (Tw) will be 70%

		<ul style="list-style-type: none"> The proposal with the lowest cost (Fm) shall be given financial score (Fs) of 100 points. The financial scores of other proposals shall be computed as follows:- $Fs = 100 \times Fm/F$ Where F=amount of Financial Proposal Financial Weightage (Fw) 30% Combined Quality and Cost Evaluation- The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows:- $S = St \times Tw + Fs \times Fw$
9.	EMD/Bid Security	Rs. 40,00,000 only (INR Forty Lakhs only) in the form of Demand Draft/ RTGS/ NEFT
10.	Validity for EMD/Bid Security	90 days from bid submission date.
11.	Performance Security	10 % of the Cost discovered through tender process
12	Tender Processing fee	Nil
13	Tender Cost	Can be downloaded from https://www.eprocure.gov.in free of cost.
14	Sale of RFP	Distribution of the RFP Document on website 25 Oct, 2019 to 26 Nov, 2019 18:00 Hrs.

15	Pre-bid meeting	14 November 2019 1100 Hrs at Conference hall, DIID, East Block 10 RK Puram, New Delhi 110066
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16.	Due Date for Submission of Bids	Upto 18:00 Hrs (IST) on 26 November, 2019
17.	Date and Time of Opening of Bids	27 November, 2019, 11:00 Hrs or any other date as intimated by DSDD
18.	Technical Presentation of Bidders	To be intimated later.
19.	Opening of Price/Financial Bid	To be intimated later.
20.	Issue of LoA	Within a week from the opening of Financial Bid
21.	Language	English
22.	Assignment Duration	Duration of assignment will be for 3 years from the date of issuance of work order further extendible to two terms of 1 years each under same terms and conditions

3 Letter of invitation

- (a) The Ministry of Statistics & Programme Implementation (hereinafter referred to as MoSPI or Ministry) invites responses (“Proposals”) to this Request for Proposals (“RFP”) from reputed Consulting Agencies (“Bidders”) for providing Program Management and Support services to the Ministry of Statistics and Programme Implementation, Government of India, New Delhi as per Scope of Work described in Section-5 of this RFP.
- (b) Any contract that may result from this competitive public procurement process will be issued for a term **for 3 years from the date of issuance of work order further extendible to two terms of 1 years each under same terms and conditions** (“the Term”).
- (c) The Ministry may extend the term of this engagement for further period (or periods) on the mutual agreement of terms and conditions with the selected bidder.
- (d) Proposals must be received in the office of the addressee of MoSPI on or before the bid submission closing date and time mentioned in the Fact Sheet. Proposals that are received after the deadline SHALL NOT be considered in this procurement process.

4 Background

Ministry of Statistics & Programme Implementation (MoSPI) works as an administrative body for Government of India, which is responsible for collection, compilation and dissemination of statistics on Economic, Social and Demographic sectors.

The Ministry of Statistics and Programme Implementation (MoSPI) is the nodal agency for the planned and organized development of the statistical system in the country and coordination of statistical activities among statistical agencies in the Government of India, State Governments as well as meeting requirements of the International Agencies like UN, World Bank, IMF, OECD, etc. It has two major organizations, namely, Central Statistics Office and National Sample Surveys Office (NSSO) combined known as National Statistical Office (NSO). The collection of statistics on different subject areas, like agriculture, labour, employment, trade, industry, etc. vests with the designated administrative Ministries.

The Ministry of Statistics and Programme Implementation (MoSPI) spearheads the coverage and quality aspects of statistics released in the country. The statistics released are based on administrative sources, surveys and censuses conducted by the Centre and State Governments and non-official sources and studies. The surveys conducted by the Ministry are based on scientific sampling methods. Field data are collected through dedicated field staff.

MoSPI is a point of contact for Administrative Departments, PSU's, State Bodies, Research Institution, Scholars and Individuals (public) for all the data requirement which is available with the government. MoSPI understands the importance of data driven policy making, planning and research, and would like to develop an integrated electronic platform to address the issue related to data collection, management and timely dissemination of statistics without sacrificing the quality of data. In this regard, a Data Management Committee was formed under the leadership of Chairman of National Statistical Commission (NSC). The Chairman of Data Management Committee in his report submitted to NSC, has identified data requirements and associated challenges for effective dissemination of Statistical information across various stakeholders.

5 Terms of Reference / Scope of Work

The proposed PMU will perform consultation duties for furtherance of ICT-related interventions as per directed MoSPI mandate. For this, PMU should be structured such that each of the diverse set of activities undertaken at MoSPI will be handled by the team in a cohesive manner to meet with the program targets as well as system operations.

Project Management Unit (PMU) will be responsible for the management aspects of various projects of the Ministry (for both National Statistical Office and Programme Implementation Wing) undertaken during the tenure. The PMU will manage the nationwide project implementation, report to MoSPI and coordinate with various departments/ agencies/ stakeholders for ensuring smooth project implementation and meet the planned targets and ensure their outreach. This Unit would also be responsible for identification of key functions of MoSPI for intervention of latest IT/e-governance and contemporary technologies and its implementation by the Ministry with above mandate. Detailed category wise SOW / TOR to PMU is summarized below:

5.1 Application Requirements mapping and Solution design

The PMU will work upon identification of areas or areas identified by the Ministry for their technology interventions. This work will involve following functions/ tasks, but not limited to:

(a) Project Planning

- i. Prepare technology intervention plan and submit to MoSPI
- ii. Formal requirements management and matters related to changes to the solution scope
- iii. Ensuring timely availability of all relevant information, documents, records, personnel, etc. for software development
- iv. Continuous involvement and early identification and timely resolution of issues

(b) To prepare roadmap for projects/ initiatives to be undertaken

- i. Compile the requirements and offer technological solution/ intervention
- ii. Interface with various states/ departments to identify requirement
- iii. Prepare necessary guidelines for implementation plan
- iv. Maintain requirement traceability matrix of existing FRS and new requirements in the system

(c) Solution Design

- i. Support MoSPI in validating that the requirements are well documented in an elaborate manner linking the requirements from the highest level down to the lowest, standard solution's detailed transaction level.
- ii. Any additional requirements as communicated by MoSPI will have to be studied and offer necessary solutions

- iii. Monitor/ Evaluate SRS, FRS and such other technical documents required as part of the software development process and prepared by the System Integrator (SI)
- iv. Prepare report of changes requested and take up for implementation by the assigned SI upon approval by the competent authority.
- v. Study the impact assessment arising from changes that are required

(d) UI (User Interface) Design Support

- i. Inputs and recommendations in improving the overall user interface/ interaction, overall look and feel of all interfaces
- ii. Assisting in creating wireframes, storyboards, user flows, process flows and site maps
- iii. Support in visual design with sensitivity to user-system interaction
- iv. Up-to-date with the latest UI trends, techniques, and technologies

(e) Any other activity which is related to this category and desired by the Ministry

5.2 Program Management

PMU Will be required to actively prepare programme management of ongoing/ existing initiatives/ projects/ schemes of Ministry (for both National Statistical Office and Programme Implementation Wing) which will include following tasks, but not limited to

(a) Project Plan Monitoring:

- i. Preparation/ review of the monitoring templates for project progress
- ii. Maintaining a log of all sub-project plans and generation of summary plans showing project status and progress
- iii. Prepare and circulate periodic program status reports
- iv. Facilitate in articulation of field issues, including process related, and support resolution of the same
- v. Escalate issues to MoSPI on any delay in achievement of milestones
- vi. Any other category which is related to this category and desired by Ministry

(b) Program Monitoring: Monitoring and reporting the implementation of all projects across the Ministry to meet program targets in a timely manner.

(c) Review & Modification of Guidelines to Divisions (including best practices): To ensure consistency and support to the Divisions in project implementation and improve processes from time to time, guidelines for implementation activities that have been prepared and shared with all departments/ divisions will require constant review and modification, if any. PMU will ensure that in order to keep the project on track, the relevant best practices and revised guidelines are made available to respective divisions at appropriate stages of the project. The PMU will:

- i. Identify areas where guidelines and standard procedures are required or need to be modified
- ii. Suggest improvement in guidelines and standard procedures for the divisions to MoSPI for their review and acceptance
- iii. Revise and re-issue of such guidelines /procedures based on feedback from divisions and MoSPI
- iv. Create and manage a project library containing the project documentation templates and the documentation of current and future projects
- v. Any other activity which is related to this category and desired by Ministry

5.3 Procurement Support for technical initiatives/ interventions: PMU shall provide necessary procurement support and perform all tasks pertaining with complete procurement process.

- i. Conduct stakeholder assessments
- ii. Study and gather the requirements
- iii. Prepare RFP for On-boarding of vendor as per Ministry's requirements
- iv. Provide support in bid process management, post publication of the RFP. This would include providing assistance in the following
 - a. Preparation of response to pre-bid queries & corrigenda (if applicable)
 - b. Evaluation of bids received.
 - c. Preparation of contract document based on the RFP floated
- v. Any other activity which is related to this category and desired by Ministry

5.4 Co-ordination and Support to Other departments/ Divisions

The PMU shall be responsible for providing the support to the other departments/ divisions. The Co-ordination and Support will be a continuous activity throughout the Implementation of undertaken initiatives including but not limited to following:

- i. Receiving, Collating and Providing clarifications to the divisions on the documents issued by the MoSPI
- ii. Preparing a report of pertinent clarifications sought by the divisions
- iii. All necessary coordination and support as desire by Ministry for a technology intervention/ initiative

5.5 Capacity Building

PMU will be responsible for planning, and execution of capacity building related activities which involves following activities, but not limited to

- i. Help publish guidelines, notifications, model, RFPs etc. in official gazette.
- ii. Liaison and help organize National/Regional level workshops and training sessions.

- iii. Co-ordinate for update of the software training manual and other software training materials
- iv. Assist the Ministry in keeping the training material updated on the Ministry's website
- v. Assist the internal departments/ divisions in conducting the training sessions on the implementation guidelines in the training environment
- vi. Create and manage a knowledge repository of best practices and guidelines which the other departments/ ministries could utilize.
- vii. Workshops: To achieve the objectives of the project and to ensure consistency in its implementation across Ministry, a number of workshops would be conducted by MoSPI for sharing of Procedures, Guidelines and Project Learning. PMU would assist MoSPI in conducting workshops by:
 - a) Identifying areas and topics where workshops are required
 - b) Suggesting the profile of participants and duration of workshops
 - c) Preparation of agenda items, and presentations
 - d) Conducting the Workshop including Presentation, Discussion and FAQs
 - e) Documentation on the workshop Learning to be shared across the participants

5.6 Reporting and analytics

- i. Undertake analytics on the existing project data to identify improvement opportunities in process/operations within the Ministry
- ii. Assist in evaluations and surveys
- iii. PMU will also work for adoption of latest technology by the Ministry for its core functioning which requires understanding the requirements and an implementation plan for the technology (Data Collection, Data Analytics using AI, ML, Data Science, GIS, web Scrapping/Crawling)

6 Resource Deployment

6.1 Bidder shall deploy following resources on the project

#	Role	Job Description	Profile	No. of resources
A1	Programme Manager	<ul style="list-style-type: none"> Overall responsibility to ensure effective and efficient team working. Should have excellent project leadership and team building capabilities, solution design and milestone-based project management skills Set monthly targets in keeping in view the long term and short-term goals of Ministry by holding regular meetings and discussion with the client Prepare the quarterly progress reports Should be responsible for planning, directing, and coordinating the overall program effort Should be responsible for managing the team resources and ensuring their optimum allocation 	<ul style="list-style-type: none"> Must be MBA/ equivalent degree from recognized institute More than 10 years of work experience in IT Consulting with at least 7 years of work experience in Government Consulting (ICT/ eGovernance initiatives) At least 5 years of experience in working in IT-related Project Management Units in Centre/State/Public Sector Units Have led at least three Projects in the capacity of a Project Manager Demonstrable experience in managing projects involving BI tools, AI, ML, and other emerging technologies Preference will be given to person having Experience in Government Consulting. 	1

A2	Business Analysts	<ul style="list-style-type: none"> • Responsible for all inter division related activities but not limited to – • Analyzing the requirements of Ministry to determine their technology needs • Preparing functional requirement specifications (FRS) and Non-Functional requirement specifications (including, Security and Performance criteria) • Developing Government procurement deliverables (e.g. DPR and RFP, etc.) and vendor contracts 	<ul style="list-style-type: none"> • B.Tech./ B.E/ MCA and MBA • More than 6 years of work experience with at least 3 years of experience in eGovernance Consulting in Govt. divisions • Experience in Project Coordination in Centre/State/Public Sector Units 	2
A3	Procurement Experts	<ul style="list-style-type: none"> • Should have adequate experience in requirement definition, procurement, project management, contract management, etc • Delivering procurement advice to Ministry during project delivery, including but not limited to: development of business cases, procurement strategy, evaluation criteria, tender documentation • Supporting management of supplier relationship and negotiations on behalf of the Ministry • Should have experience in developing high-quality documentation 	<ul style="list-style-type: none"> • B.Tech./ B . E / M C A and MBA or equivalent degree from a recognized institute • More than 6 years of work experience with at least 3 year of experience in eGovernance Consulting in Govt. divisions • Experience in Project Coordination in Centre/State/Public Sector Units 	2

#	Role	Job Description	Profile	No. of resources
A4	Technical Consultant	<ul style="list-style-type: none"> • Should conduct research and analysis, applying technical experience, knowledge and established assessment frameworks and approaches • Should provide technical and analytical expertise around a specific discipline or knowledge area, including databases, servers, and Cloud, etc. • Writing background materials and contributing to the preparation of reports, manuals, and presentation 	<ul style="list-style-type: none"> • B.Tech. and MBA/ equivalent degree from a recognized institute with IT/ Computers as a major subject • More than 6 years of work experience with at least 3 year of experience in eGovernance Consulting in Govt. divisions • Experience in Project Coordination in Centre/State/Public Sector Units 	1
A5	Capacity Building Expert	<ul style="list-style-type: none"> • Ensuring strategic capacity planning • Should perform training need analysis, capacity building • Ensure Capacity building – plan and conduct trainings for all stakeholders involved 	<ul style="list-style-type: none"> • MBA/ PGDM/ Equivalent degree from a recognized institute • More than 6 years of work experience with at least 3 years of work experience in Capacity Building activities • Should have successfully executed at least 2 Projects as described in capacity building activities • Experience in organizing workshops besides coordinating training / capacity building activities 	1

#	Role	Job Description	Profile	No. of resources
A6	GUI/ Reporting Experts	<ul style="list-style-type: none"> • Should ensure reporting and data analytics to effectively track and monitor performance and take corrective actions • Should provide inputs and recommendations in improving the overall user interface/ interaction, overall look and feel of all interfaces • Should Assist in creating wireframes, storyboards, user flows, process flows and site maps • Should support in visual design with sensitivity to user-system interaction • Should be up-to-date with the latest UI trends, techniques, and technologies 	<ul style="list-style-type: none"> • B.Tech. /MBA/ M.Sc equivalent degree in Statistics/ IT from a recognized institute • More than 6 years of relevant work experience • Experience in executing at least two projects involving large portal development with appealing GUI • Experience in quickly understanding client requirements and translate into interface requirements • Experience in using established Data Analytics tools such as GIS, Power BI, Cognos, Qlik Sense, Tableau, etc. 	2

Note:

1. Bidder should provide SME support during this assignment whenever notified by MoSPI
2. Bidder may be asked to cut down resources from one role profile and add resources to other role profiles mentioned in the table above as per the requirement of MoSPI. In such a scenario, Bidder will be given 30 days to find the suitable manpower resource(s)
3. MoSPI may ask the bidder to not deploy all the resources asked for the assignment since start of engagement, instead team members might be deployed as and when deemed necessary by MoSPI

6.2 Other Responsibility

PMU Consulting vendor shall ensure minimal disruption to the project, and where required provide a replacement resource to minimize adverse impact on the project. Leave policy of vendor will apply (earned leave / Sick leave etc.). Leave entitlement and computation will be effective from date of start of project. An employee can avail maximum 18 leaves per year on pro-rata basis. Any unauthorized leave will be penalized by Ministry as per Section 8.2.

The Ministry won't allow any replacement within the initial 3 months of resources deputed in the project. In case of a replacement/ attrition, a permission from Ministry would be sought by the vendor at least one month in advance a mandatorily a minimum of 10 days (working) of hand-holding period must be ensured. Corresponding penalty is mentioned in Section 8.1.

7 Deliverables

The deliverables shall include the following –

#	Stream	Deliverable	Frequency
1	Program Management Unit	Quarterly Work Plan	7 days prior to quarter* ending
2	Program Management Unit	Monthly status Report	Monthly

*Work plan for first quarter needs to be submitted within the first 3 days of deployment or as per the direction of Ministry.

NOTE: Approved Quarterly work plan must be approved and submitted with the approved Monthly Status Report for issuing payment by the Ministry.

Any new/ additional item identified / to be undertaken by PMU during the course of a quarter will be added as per direction of authorized Ministry

8 Penalty

8.1 Penalty for exit/replacement

- a. Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with applicable penalty) only in case, the resource leaves the organization by submitting resignation with the present employer.
- b. In case of failure to meet the standards of the Ministry, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.
- c. The replaced resource will be accepted by the Ministry only if he scores the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of MoSPI. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction. The bidding firm shall be allowed 15 days to replace the resource.
- d. The payment for replaced resources will be made as per the man month rates quoted/agreed by the bidder. However, if the replaced resource obtains less marks in evaluation, payment will be made proportionately.
- e. The penalty of Rs. 1,50,000/- per resource would be imposed in case of exit/replacement of resource from the project within three months starting from the date of deployment of respective resource
- f. After expiry of 15 calendar days of exit, a penalty of Rs. 3000/- per working day per resource will also be imposed till suitable replacement is not being provided by the bidder
- g. However, MoSPI is free to relieve any resource at any time (beyond minimum committed period) during contract period without any penalty.

8.2 Penalty for absence

- a. In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing man month rate by number of working days in that month). In addition a penalty of Rs. 3000/- per working day per resource will be levied on his unauthorized absence.
- b. Penalty would be deducted from the applicable payments

9 Project Location & Travel (to be located in MoSPI)

The services from the selected agency shall have to be delivered through an onsite model. All the resource personnel of Project Management Unit (PMU)) would be based in the Ministry at their premises at New Delhi or at any place as decided by the Ministry. They may be allowed to operate from vendor premises, in exceptional cases, after Ministry's approval.

Given the nature of the engagement, it may also become necessary for the team members to travel outside Delhi or their base locations. In such event, the bidder team would be required to travel as per the requirements of the project with prior approval of MoSPI. TA/DA entitlement applicable for a team member as per Group A officer Level 10 of MoSPI or any other guidelines is in force and adopted by MoSPI at that time.

10 Term of Engagement

The team is to be engaged for a period as mentioned in the fact sheet. Any extension beyond this period will be considered by the MoSPI based on the project requirements at that stage and the performance of the selected bidder. The decision to extend, the duration of such extension(s) and the scope of the activities (which could also be redefined) shall be at the sole discretion of MoSPI and shall be final and binding on the selected agency.

11 Expectations from Ministry

- (a) Timely availability of Ministry official time for meetings, executive work sessions, etc.
- (b) Active stakeholder involvement from the beginning of the project
- (c) Timely availability and easy access to all relevant information, policy documents, process manuals, notes, internal circulars, and audit reports, etc. as per the requirement.
- (d) Availability of exclusive core team members who would work with us for discussing on various aspects of scheme/ change required as well as co-coordinating availability of desired information as stated above
- (e) Timely response from management at decision points and on deliverables
- (f) Project room in premises of Ministry for the project team with telephone, internet access and printer.
- (g) Access to application code for software maintenance team
- (h) Access to DC and DR (physical or remote) whenever required shall be provided to software and IT operations team
- (i) All documents with respect to Scheme and IT application like FRS, FSD, Bill of Material, training material etc. shall be provided to the team members as per the requirement.

12 Payment

Bidder shall be paid as per the payment schedule and terms and conditions mentioned in this section.

12.1 Payment Schedule

Payments for Project Management Unit shall be done on quarterly basis based on actual deployment of resources on the project. All the payments will be made on pro-rata basis for all deployed resources. There will not be any separate payments for any resource units.

#	Milestone / Deliverables	Payment Milestone
1.	Signed off Quarterly Action Plan and Quarterly Progress report of deployed resources	100% of due Quarterly installments over the Annual period of contract (Calculated based on actual deployment of resources)
2.	Miscellaneous	Miscellaneous expenses will be paid on actuals on reimbursement basis as per the government rules, as and when they occur.

12.2 Payment Terms and Conditions

- i. Applicable service tax/ GST/ any other tax would be paid as per the prevalent rates on the date of invoicing.
- ii. The payment would be done at the end of every quarter in arrears basis the actual number of resources deployed during the period.
- iii. The original bill/invoice for the services rendered must be furnished by bidder, as per the terms and conditions contained in this document
- iv. Ministry shall consider and approve the invoices and the related deliverables/ milestone based on its approval process prior to release of payment
- v. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by Ministry. Any deviation from the proposed payment terms would not be accepted. Ministry shall have the right to withhold any disputed payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of disputed payment shall not amount to a default on the part of Ministry. The bill of material is divided in different areas and the payment would be linked to delivery and acceptance of each area.
- vi. Any objection / dispute to the amounts invoiced in the bill shall be raised by Ministry within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), Ministry will make payment within sixty (60) Working Days or a reasonable time as considered by the Ministry, of the settlement of such disputes.

13 Instructions to the Bidders

13.1 General

- 13.1.1 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- 13.1.2 All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.
- 13.1.3 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
- 13.1.4 This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- 13.1.5 Any timelines not specifically specified will be taken as last date of Bid Submission date.

13.2 Compliant Proposals / Completeness of Response

- 13.2.1 Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 13.2.2 Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

13.3 Code of integrity

- a) No official of a procuring entity or a bidder shall act in contravention of the codes which includes prohibition of
 - i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process
 - ii. any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - iii. any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process
 - iv. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain
 - v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly
 - vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process
 - vii. obstruction of any investigation or auditing of a procurement process
 - viii. making false declaration or providing false information for participation in a tender process or to secure a contract
- b) Disclosure of conflict of interest.
- c) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- d) In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

13.4 Pre-Bid Meeting & Clarifications

13.4.1 Pre-bid Conference

- 13.4.1.1 Purchaser shall hold a pre-bid meeting with the prospective Bidders on 13th November 2019 at 1100 Hrs.
- 13.4.1.2 The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Shri P S Meena, Joint Director, DIID, East Block No. 10, RK Puram, New Delhi – 110064 at meena.ps@nic.in on or before 15th November 1800 Hrs.

13.4.1.3 The queries should necessarily be submitted in the following format:

S. No.	RFP Reference(s)	Document (Section &	Content of RFP requiring	Points of clarification
1.				
2.				
3.				
4.				
5.				
6.				

13.4.1.4 Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

13.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

13.4.2.1 The Nodal Officer notified by the Purchaser will endeavor to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.

13.4.2.2 At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

13.4.2.3 The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the www.eprocure.gov.in and emailed to all participants of the pre-bid conference.

13.4.2.4 Any such corrigendum shall be deemed to be incorporated into this RFP.

13.4.2.5 To provide prospective Bidders reasonable time for taking the corrigendum into account, MoSPI may, at its discretion, extend the last date for the receipt of Proposals

13.5 Key instructions of the bid

13.5.1 Right to Terminate the Process

- 13.5.1.1 Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 13.5.1.2 This RFP does not constitute an offer by Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the contract.

13.5.2 RFP document fees

- 13.5.2.1 The RFP documents have been made available to be download without any fee from the website www.eprocure.gov.in.
- 13.5.2.2 The demand draft of RFP document fees (if any, as mentioned in the Fact Sheet) should be submitted along with the bidder's proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

13.5.3 Earnest Money Deposit (EMD)/ Bid Security

- a. Bidders shall submit, along with their Proposals, an EMD of Rs. 40,00,000 - (INR Forty Lakhs) only, in the form of a demand draft OR Bankers Cheque OR bank guarantee. The payment transfer related information is as follows:
- i. EMD BG in the format specified in Appendix I: Form 3 issued by a commercial bank in favour of "Pay and Account Officer, MOSPI" payable at New Delhi. The EMD BG should remain valid for a period of 45 days beyond the final tender validity period.
 - ii. Demand Draft/Banker Cheque: Payable at New Delhi
- b. EMD of all unsuccessful Bidders would be refunded by Purchaser within 90 days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.
- c. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d. The bid/proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
- i. If a Bidder withdraws its bid during the period of bid validity.

- ii. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP.

13.5.4 Submission of Proposals

Bidders should submit their responses as per the procedure specified in the e-Procurement portal www.eprocure.gov.in being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:

- a. Tender Fee
- b. EMD
- c. Pre-qualification response
- d. Technical Proposal
- e. Financial proposal
- f. Additional certifications/documents E.g. Power of Attorney, CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (frozen) within the submission timelines. DSDD will in no case be responsible if the bid is not submitted online within the specified timelines.

- g. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

13.5.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

13.6 Preparation and submission of Proposals

13.6.1 Proposal preparation costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP 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 Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no event be responsible or liable for those costs, regardless of the conduct

or outcome of the bidding process.

13.6.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

13.6.3 Venue & Deadline for Submission of Proposals

In case of e-Procurement, the response to RFPs must be submitted on the eProcurement portal www.eprocure.gov.in by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

13.6.4 Late Bids

Bids submitted after the due date will not be accepted by the eProcurement system www.eprocure.com and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

13.6.5 Deviations

The Bidder may provide deviation to the contents of the RFP document in the format prescribed in Form 12.

DSDD would evaluate and classify them as “material deviation” or “non-material deviation“. In case of material deviation, the committee may decide to “monetize” the value of the deviations, which will be added to the price bid submitted by the Bidder OR declare the bid as non- responsive.

The Bidders would be informed in writing on the committee’s decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviations at this stage, the Bidder would not be allowed that to withdraw the deviations submitted without the prior consent of the Purchaser.

In case of non-material deviations, the deviations would form a part of the proposal & contract.

13.6.6 Evaluation Process

- a. Purchaser will constitute a Purchase Committee to evaluate the responses of the Bidders
- b. The Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

- c. The decision of the Purchase Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
- d. The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e. The Purchase Committee reserves the right to reject any or all proposals on the basis of any deviations.

Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP

13.6.7 Tender Opening

The Proposals submitted up to <Time> on <Date> will be opened at <Time> on <Date Time> by <Nodal officer> or any other officer authorized by Purchaser, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

13.6.8 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of submission of Tender.

13.6.9 Tender Evaluation

Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive. If Proposals;

- 13.6.9.1 Are not submitted in as specified in the RFP document
- 13.6.9.2 Received without the Letter of Authorization (Power of Attorney)
- 13.6.9.3 Are found with suppression of details
- 13.6.9.4 With incomplete information, subjective, conditional offers and partial offers submitted
- 13.6.9.5 Submitted without the documents requested in the checklist
- 13.6.9.6 Have non-compliance of any of the clauses stipulated in the RFP
- 13.6.9.7 With lesser validity period
- 13.6.9.8 All responsive Bids will be considered for further processing as below.

Purchaser will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

14 Bidder's evaluation procedure

14.1 Evaluation Committee

- (a) The Ministry will constitute a Consultancy Evaluation Committee to evaluate the responses of the bidders.
- (b) The Consultancy Evaluation Committee constituted by the Ministry shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- (c) The decision of the Consultancy Evaluation Committee in the evaluation of the responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- (d) The Consultancy Evaluation Committee may ask for meetings and presentations with the Bidders and/or seek clarifications on their proposals.
- (e) The Consultancy Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- (f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

14.2 Evaluation process

Bid evaluation will be held in two stages. Initial Bid scrutiny will be held after opening the Pre-Qualification Proposals and after opening of Technical Proposals. Following defects of bids detected during initial scrutiny will be treated as non-responsive, if proposals;

- are not submitted as specified in the RFP document
- are received without the Letter of Authorization (Power of Attorney)
- are with incomplete information, subjective, conditional offers and partial offers
- are submitted without the documents requested in the checklist
- have non-compliance of any of the clauses stipulated in the RFP
- are with lesser validity period
- are without required EMD

All responsive Bids will be considered for further processing as below. The Ministry will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the RFP. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process defined as below. The decision of the Consultancy Evaluation Committee shall be final in this regard.

- (a) All responsive bids will be opened in the presence of Bidders (who choose to be present)
- (b) Bidders who qualify the Bidders Eligibility Criteria as mentioned in this Section of the RFP will be informed through an Email
- (c) In the next stage, Ministry will do the Technical evaluation of only Eligible bidders
- (d) The Bidders will be informed through an Email about the status of their Technical evaluation qualification
- (e) Bidders who score more than 70% marks in Technical evaluation as mentioned in this Section of the RFP will be considered for next stage of evaluation
- (f) The Commercial bids of technically qualified bidders will be opened in the presence of Bidders (who choose to present)
- (g) The successful bidder will be selected based on the criteria mentioned in the Section 29 of this RFP

14.3 Bidder's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

#	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<ul style="list-style-type: none"> • Bidder should be a Company registered under Companies Act, 1956/2013 or a partnership firm registered under Limited Liability Partnership Act, 2008 <p>Or</p> <ul style="list-style-type: none"> • Bidder should be a partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India • Bidder should be registered with the Service Tax Authorities (GST) • Bidder should have been operating in IT consulting for the last five years in India 	<p>Copy of Certificate of Incorporation/Partnership;</p> <p>and</p> <p>Copy of Service Tax (GST) Registration Certificate</p>

#	Basic Requirement	Specific Requirements	Documents Required
2.	Consortiums	Consortiums are not allowed	
3.	Certifications	Bidder should have ISO 9000/9001 Certification or equivalent in IT or Government Consulting	Copy of the Certification
4.	Sales Turnover in Consulting Services	Average Annual Sales Turnover generated from consultancy services of bidder during the last three financial years (as per the last published Balance sheets), should be at least Rs. 100 Crores (Rupees Hundred Crores). Turnover in FY 2018-19 should be more than 100 Crores.	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
5.	Program Management Experience in IT-related projects	Bidder in last 5 (Five) Financial Years, must have experience of working on at least the following numbers of IT-related Programme Management engagement with Centre/State Government of value specified herein: <i>One project of not less than Rs. 16 cr.</i> OR <i>Two projects of not less than Rs. 12 cr. each</i> OR <i>Three projects of not less than Rs. 8 cr. each</i>	Completion Certificate from the client; OR Work Order + Self-Certificate of Project/Phase Completion (by Authorized Signatory); OR Work Order + Phase Completion Certificate from the client

#	Basic Requirement	Specific Requirements	Documents Required
6.	Debarment	Bidder should not be Debarred for the last three years by any of the following organization – 1. Centre or State Government	A self-certified letter that the bidder (or any of its successors) is not in the active debarment list 1. Centre or State Government
7.	Manpower Strength	The Bidder must have on its rolls, consulting staff of at least 50 technically qualified personnel in the area of e-Governance Program / Project Management, IT infrastructure, IT security and IT procurement and who possess relevant degrees/credentials with prior experience in providing the above consultancy services.	Self-Certification by the authorized signatory
8.	Geographical Presence of the Consulting organization	The bidder should have at least one office in NCR of Delhi.	A self-certification from authorized signatory along with details including office address, contact person name, phone number, email-id, City & State

‘Similar nature’ projects means consultancy services in IT Projects and/or MIS performance monitoring and evaluation services and shall include but not limited to providing consultancy services in India on technical, legal, administrative, financial, methodology, evaluation, monitoring and conflict management aspects of IT projects of Departments of Central/State Government, Public Sector Undertakings, Nationalized Banks, Universities, Statutory Bodies/ Autonomous Bodies under Central/State Government, involving a third party for MIS development.

Bidders who meet the pre-qualifications criteria requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations. Date, time and venue of opening of Technical bid will be communicated to the successful Bidder.

14.4 Bidders Technical & Functional Evaluation

Criteria for technical bid evaluation are as follows:

#	Evaluation Criteria	Parameters	Supporting Documents	Max. Marks
EXPERIENCE OF BIDDER				40
A1.	The bidder should have experience in executing large PMU for IT-related projects as Consultants in India with order value more than Rs.3 crore from government consultancy	Number of Projects: - <ul style="list-style-type: none"> • ≥ 5 projects: 25 marks • 4 projects: 20 Marks • 3 projects: 15 Marks • 2 projects: 10 Marks • 1 project: 5 Marks • 0 projects: 0 Marks 	Completion Certificates from the client; OR Work Order + Self Certificate of Project/ Phase Completion (by Authorized Signatory) OR Work Order + Phase Completion Certificate (for ongoing projects) from client	25
A2	The bidder must have an experience in implementing PMU in: <ol style="list-style-type: none"> a) Statistical division/ domain b) Developing IT applications in statistics c) Conducting survey/study related work including data compilation d) Development of DPR/ RFP or web portal in statistical domain e) Conducting BI studies using AI, ML, and other emerging technologies 	<ul style="list-style-type: none"> • Projects across all 5 domains: 15 Marks • Projects across 4 domains only: 12 Marks • Projects across 3 domains only: 9 Marks • Projects across 2 domains only: 6 Marks 	Completion Certificates from the client; OR Work Order + Self Certificate of Project/ Phase Completion (by Authorized Signatory) OR Work Order + Phase Completion Certificate (for ongoing projects) from client	15

#	Evaluation Criteria	Parameters	Supporting Documents	Max. Marks
RESOURCE PROFILE				25
B	Resume of core consultants proposed for the assignment	Refer to section 14.5 CV Evaluation framework	CVs of persons proposed for the assignment	25
TECHNICAL APPROACH AND METHODOLOGY (including PRESENTATION)				35
C1	Understanding of the MoSPI Requirements			10
C2	Understanding of Issues and Challenges in project Implementation at MoSPI			10
C3	Proposed Approach and Methodology (5 marks) Demonstration/illustration of feasible and novel solutions to address the key challenges and improve the processes (10 marks)			15

Bidders whose bids are responsive and who score at least 70 marks in the technical evaluation would be considered technically qualified.

14.5 CV Evaluation

The CVs of the following personnel (core) will be evaluated –

B.	Programme Management Team (B = B1+B2 +B3+B4+B5+B6)	25 Marks
B1.	Programme Manager* (1 Resource)	9
B2.	Business Analyst (2 Resources)	4
B3.	Procurement Experts (2 Resources)	4
B4.	Capacity Building Experts (1 Resource)	2
B5	Technical Analyst (1 Resource)	2
B5	GUI/ Reporting Experts (2 Resources)	4

Note:

1. Programme Manager must be available for discussion/ interview at the time of delivering presentation by the bidder
2. Ministry may request to deploy additional consultant(s) on need basis, for which the bidder is required to discover the man-months rate as per Form 10C

14.6 Financial Bid Evaluation

- (a) The Financial Bids of technically qualified bidders will be opened in the presence of bidder's representatives. The date, time and venue of opening of financial bid will be communicated to the technically qualified bidders separately and/or posted in the Ministry's website www.wcd.nic.in.
- (b) If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- (c) The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point (b) above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

$$\text{Financial Score of a Bidder (Fn) = } \\ \left\{ \frac{\text{Financial Bid of L1}}{\text{Financial Bid of the Bidder}} \times 100 \right\} \\ \text{(Rounded off to two decimal places)}$$

- (d) Only fixed price financial bids indicating total price for all the deliverables, if any, and services specified in this bid document will be considered.
- (e) The bid price will include all taxes and levies and shall be in Indian Rupees.
- (f) Any conditional bid would be rejected.
- (g) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

14.7 Combined and Final Evaluation

- (a) The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- (b) The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:

$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where,

B_n = Overall score of bidder

T_n = Technical score of the bidder (out of maximum of 100 marks)

F_n = Normalized financial score of the bidder

- (c) In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

14.8 Award Criteria

The Ministry will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid, i.e., has secured highest overall score as per the process outlined above.

15 Terms & Conditions

Right to Accept Any Proposal and To Reject Any or All Proposal (s)

The Ministry reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Ministry's action.

Notification of Award

- (a) Prior to the expiration of the bid validity period, the Ministry will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case, due to some unforeseeable circumstances, the tendering process is not completed within the bid validity period, the Ministry may like to request the bidders to extend the validity period of the bid.
- (b) The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, the Ministry will notify each unsuccessful bidder and return their EMD.

Resource

The Bidder is to maintain the same team during the contract period as proposed in this RFP. In the case of any change in the resources for reasons other than resignation and health and that initiated by Ministry Bidder has to take prior permission from Ministry to change any resource. Ministry may decide to evaluate the new resources and the resource should be changed only after approval is received from Ministry in this aspect.

Performance Guarantee

The Ministry will require the selected bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of the assignment. The Performance Guarantee should be valid for a period of **24 months** initially. The Performance Guarantee shall be renewed as and when required and kept valid for a period of three months beyond the completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the

selected bidder fails to submit performance guarantee within the time stipulated, the Ministry at its discretion may cancel the order placed on the selected bidder without giving any notice.

The Ministry shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or the Ministry incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

Limitation of Liability

The selected bidder's maximum aggregate liability to Client under or in connection with an Order under this RFP or any collateral contract, whether arising from negligence, breach of contract, tort, breach of statutory duty, indemnity or otherwise shall not in the aggregate exceed the charges paid to selected bidder for the Services in respect of the Order question and in respect of this Agreement shall be limited to the total amount of the charges paid to selected bidder for Services. Nothing in this or Agreement arising out of this tender shall exclude or in any way limit either party's liability to the other for:

fraud or fraudulent misrepresentation (to the extent such an exclusion is not permitted death or personal injury caused by negligence or that of its employees, directors, partners, agents or subcontractors any liability to the extent that the same may not be excluded or limited as a matter of law.

Signing of Contract

Post submission of Performance Bank Guarantee by the successful bidder, the Ministry shall enter into a contract with the successful bidder incorporating necessary details of scope of work, deliverables, timeline, payment schedule, clarifications, resource deployment, financial proposal of the bidder and other clauses as necessary.

Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the proposed Contract Terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Ministry may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the Ministry shall invoke the PBG of the most responsive bidder.

Force Majeure

- (a) Definition of Force Majeure: - In this Clause "Event of Force Majeure" means an event beyond the control of the Ministry and the Consulting Agency, which prevents either Party from complying with any of its obligations under the Contract, including but not limited to:

- i. Acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- ii. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- iii. rebellion, revolution, insurrection, or military or usurped power, or civil war;
- iv. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Consulting Agency; or v. acts or threats of terrorism.

(b) Consequences of Force Majeure Event

- i. Neither the Ministry nor the Consulting Agency shall be considered in breach of the Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the date of signing of contract.
- ii. The affected Party prevented from carrying out its obligations under the contract shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the affected Party.
- iii. If and to the extent that the Consulting Agency is prevented from executing the Services by the Event of Force Majeure, the Consulting Agency shall be relieved of its obligations to provide the Services but shall endeavour to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with Good Operating Practices, [PROVIDED that if and to the extent that the Consulting Agency incurs additional Cost in doing so, the Consulting Agency shall be entitled to the amount of such Cost [COST BEING DEFINED AS HAVING NO PROFIT COMPONENT] (the Consulting Agency having taken reasonable steps to mitigate the Cost)].
- iv. If and to the extent that the Consulting Agency suffers a delay in execution of the contractual services beyond the timeline fixed for each phase as a result of an Event of Force Majeure, then it shall be entitled to an extension of the time for completion as may be mutually decided by both the parties.
- v. The Consulting Agency shall be entitled to payment as per payment schedule mentioned in Section 10 after grant of extension of timeline for phase completion prescribed in Section 9 read with 5.7.2.iv due to the period of interruption caused by the Event of Force Majeure.
- vi. The Contract Period shall be extended by a period of time equal to the period of interruption caused by an Event of Force Majeure.

Right to Terminate the Process

- (a) The Ministry may terminate the RFP process at any time and without assigning any reason. The Ministry makes no commitment, expressed or implied, that this process will result in a business transaction with anyone.
- (b) This RFP does not constitute an offer by the Ministry. The bidder's participation in this process may result the Ministry selecting the bidder to engage towards execution of the contract.

Optional Termination, Payment and Release

Irrespective of any extension of time, if an Event of Force Majeure occurs and its effect continues for a period of 365 days, either the Ministry or the Consulting Agency may give to the other a notice of termination of contract, provided that if the Ministry is paying fee during Force Majeure, then Consulting Agency will not have a termination right, which shall take effect 30 days after the giving of the notice. If, at the end of the 30-days period, the effect of the Force Majeure continues, the Contract shall terminate. After termination of contract under this Sub-Clause, the Consulting Agency shall comply with such termination provisions as may be prescribed in the contract and the Ministry shall pay the Consulting Agency an amount calculated and certified in accordance with relevant clauses of termination of contract.

Confidentiality of data

During the course of discharge of its duties as Consultancy Agency, the agency and its employees assigned for the project will have access to sensitive personal information of the beneficiaries of DBT schemes of the Ministry, including their name, date of birth, Aadhaar number, mobile number, bank account number, etc. unauthorized disclosure and misuse of which may cause irreparable damage to the life and property of the beneficiaries. The Consulting Agency shall be required to sensitize the employees about the need of maintaining absolute data secrecy and take every possible step to ensure that the beneficiary data including demographic details, either in paper form or in digitized form, are not misused, not published online, not put in public domain and not transmitted in such digital form which can be intercepted or searched through internet search engines. In other words, the Consulting Agency shall be wholly and irrevocably responsible for maintaining absolute data secrecy in accordance with provisions of the Aadhaar Act, 2016 and the Information Technology Act, 2000 and any violation shall be dealt with strictly as per law.

Litigation

Any dispute arising out of this RFP or the contract signed by the Ministry with the successful bidder or any other bidder participating in this procurement process shall be subject to the jurisdiction of Delhi High Court.

Fraud and Corrupt Practices

- (a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Ministry shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Ministry shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Ministry for, inter alia, time, cost and effort of the Ministry, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- (b) Without prejudice to the rights of the Ministry under Clause above and the rights and remedies which the Ministry may have under the Letter of Intent (LOI) or the Contract, if a Bidder or Consulting Agency, as the case may be, is found by the Ministry to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Contract, such Bidder or Consulting Agency shall not be eligible to participate in any tender or RFP issued by the Ministry during a period of five years from the date such Bidder or Consulting Agency, as the case may be, is found by the Ministry to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- (c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Ministry who is or has been associated in any manner, directly or indirectly with the Selection

Process or the LOI or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Ministry, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Award (LOA) or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Award or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the Ministry in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Ministry with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process

16 Appendix I

Form 1: Technical Bid Covering Letter

<Location, Date>

To,

Tele: 011-

Email:

Subject: Submission of Technical bid

Reference: RFP for Project Management Unit, Ministry of Statistics and Programme Implementation (RFP Ref no: XXX)

Dear Sir,

We, the undersigned, offer to provide Consultancy Services for Project Management Unit, Ministry of Statistics and Programme Implementation in response to your Request for Proposal dated <insert date>. We are hereby submitting our Proposal, which includes this Technical bid and the financial bid, which is sealed in a separate envelope.

We, hereby, declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our bid is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

We understand you are not bound to accept any Bid(s) that you receive.

Yours sincerely,

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

Date:

Form 2: Compliance Sheet for Pre-qualification Proposal

#	Basic Requirement	Specific Requirements	Documents Required	Provided (Yes/No)	Reference Section No.
1	Legal Entity	<ul style="list-style-type: none"> Bidder should be a Company registered under Companies Act, 1956/2013 or a partnership firm registered under Limited Liability Partnership Act, 2008 <p>Or</p> <ul style="list-style-type: none"> Bidder should be a partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India Bidder should be registered with the Service Tax Authorities (GST) Bidder should have been operating in IT consulting for the last five years in India 	<p>Copy of Certificate of Incorporation;</p> <p>and</p> <p>Copy of Service Tax (GST) Registration Certificate</p>		14.3
2	Consortiums	Consortiums are not allowed			14.3
3	Certifications	ISO 9000/9001 Certification or equivalent in IT or Government Consulting	Copy of the Certification		14.3

4	Sales Turnover in Consulting Services	Average Annual Sales Turnover generated from consultancy services of bidder during the last three financial years (as per the last published Balance sheets), should be at least Rs. 100 Crores (Rupees Fifty Crores). Turnover in FY 2018-19 should be more than 100 Crores.	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor		14.3
5	Program Management Experience	Bidder in last 5 (Five) Financial Years, must have experience of working on at least the following numbers of Programme Management engagement with Centre/State Government of value specified herein: <i>One project of not less than Rs. 16 cr.</i> OR <i>Two projects of not less than Rs. 12 cr. each</i> OR <i>Three projects of not less than Rs. 8 cr. each</i>	Completion Certificate from the client; OR Work Order + Self-Certificate of Completion (by Authorized Signatory); OR Work Order + Phase Completion Certificate from the client		14.3

#	Basic Requirement	Specific Requirements	Documents Required	Provided (Yes/No)	Reference Section No.
6	Debarment	Bidder should not be Debarred by any of the following organization – 1. Centre or State Government	A self-certified letter that the bidder (or any of its successors) is not in the active debarment list - 1 Centre or State Government		14.3
8	Manpower Strength	The bidding company must have on its rolls, consulting staff of at least 50 technically qualified personnel in the area of e-Governance Program / Project Management, IT infrastructure, IT security and IT procurement and who possess relevant degrees/credentials with prior experience in providing the above consultancy services.	Self-Certification by the authorized signatory		14.3
9	Geographical Presence of the Consulting organization	The Consulting Organization should have at least one office in NCR of Delhi	A self-certification from authorized signatory along office details including office address, contact person name, phone number, email-id, City & State		14.3

Form 3: Details of the Bidder

#	Information Sought	Details to be Furnished
1.	Name and address of the bidding Company	
2.	Incorporation status of the firm (public limited/private limited, etc.)	
3.	Year of Establishment	
4.	Date of Registration	
5.	Details of company registration	
6.	Details of registration with appropriate authorities for service tax (GST)	
7.	Name, Address, E-mail and Mobile Number of Contact person	
8.	Scope of Work for Bidder	

Form 4: Compliance Sheet for Technical Proposal

#	Evaluation Criteria	Parameters	Supporting Documents	Provided (Yes/No)	Reference Section No.
A1	The bidder should have experience in executing large PMU projects as Consultants in India with order value more than Rs.3 crore from Consultancy	Number of Projects: - <ul style="list-style-type: none"> • ≥ 5 projects: 12.5 marks • 4 projects: 10 Marks • 3 projects: 7.5 Marks • 2 projects: 5 Marks • 1 project: 2.5 Marks • 0 projects: 0 Marks 	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (by Authorized Signatory) OR Work Order + Phase Completion Certificate (for ongoing projects) from client		14.4
A2	The bidder should have experience in IT Consulting and implementation in public centric projects	Number of Projects: - <ul style="list-style-type: none"> • ≥ 5 projects: 12.5 marks • 4 projects: 10 Marks • 3 projects: 7.5 Marks • 2 projects: 5 Marks • 1 project: 2.5 Marks • 0 projects: 0 Marks 	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (by Authorized Signatory) OR Work Order + Phase Completion Certificate (for ongoing projects) from client		14.4

A3	The bidder must have an experience in executing projects in statistics domain with Central Ministry	<ul style="list-style-type: none"> • 1 or more projects - 5 Marks • 0 Project - 0 Marks 	<p>Completion Certificates from the client;</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (by Authorized Signatory)</p> <p>OR</p> <p>Work Order + Phase Completion Certificate (for ongoing projects) from client</p>		14.4
B	Resume of all consultants proposed for the assignment		CVs of persons proposed for the assignment		
C1	Understanding of the project, progress till date and targets. (10 Marks)				
C2	Understanding of Issues and Challenges st MoSPI (10 Marks)				
C3	<p>Proposed Approach and Methodology (5 marks)</p> <p>Demonstration/illustration of feasible and novel solutions to address the key challenges and improve the processes (10 marks)</p>				

Form 5: Proposed Approach & Methodology & Work Plan

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

- i. Understanding of the Project
- ii. Understanding of and compliance to Scope of Work
- iii. Approach and Methodology
- iv. Identified risks and mitigation steps
- v. Work Plan

Form 6: Citations Table

Assignment name:	Approx. value of the contract:
Country: Location within country:	Duration of assignment months:
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract:
Start date month/year: Completion date month/year:	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed indicate most significant profiles such as Project Director/Coordinator, Team Leader:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Form 7: Team Composition and their Availability

Organization and Staffing. In this section, bidder should propose the structure and composition of your team. List the main profile requirement of the assignment, proposed technical staff with detailed CVs.

a) Form 7A: Team composition and Key Tasks

#	Position	Name of Staff	Educational Qualification	Total Experience (in years)	Area of Expertise	Time Committed for the Engagement (person month)
	<Add more rows as per requirement>					

b) Form 7B: Curriculum Vitae (CV) of Key Personnel

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Full Name of Staff**: _____

4. **Date of Birth**: _____ **Nationality**: _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Total No. of years of experience**: _____

7. **Total No. of years with the firm**: _____

8. **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory)**: _____

9. **Certifications and Trainings attended**: _____

10. **Details of Involvement in Projects (only if involved in the same)**: _____

11. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

12. **Membership of Professional Associations**:

13. **Employment Record** [*Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From (Year):

To (Year):

Employer/Purchaser:

Positions held: _____

<p>14. Detailed Task Assigned</p> <p><i>[List of all tasks to be performed under this assignment]</i></p>	<p>15. Relevant Work Undertaken that Best illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)</p> <p><i>(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated')</i></p> <p>Name _____ of _____ Assignment _____ or Project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Purchaser: _____</p> <p>Main _____ Project features: _____</p> <p>Positions held: _____</p> <p>Value of Project (approximate value or range value): _____</p> <p>Activities performed: _____</p>
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16. 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, from the assignment if engaged.

Date: _____

(Signature of staff member or authorized representative of the staff)
 (Day/Month/Year)

Full name of Authorized Representative: _____

c) Declaration letters for Pre-Qualification

i. Form 8A: Letter for Non-Debarment

<Location, Date>

To,

Tele: 011-

Email:

Subject: Declaration for non-debarment

Reference: RFP for Project Management Unit, Ministry of Statistics and Programme Implementation (RFP Ref no: XXX)

Dear Sir,

We, the undersigned, confirm that <name of bidding entity> is not debarred by Centre or State Government, NICS or NIC as on the date of submission of this bid.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

ii. Form 8B: Letter for Manpower Strength

<Location, Date>

To,

Tele: 011-

Email:

Subject: Declaration for manpower strength

Reference: RFP for Project Management Unit, Ministry of Statistics and Programme Implementation (RFP Ref no: XXX)

Dear Sir,

We, the undersigned, confirm that <name of bidding entity> has consulting staff of at least 50 technically qualified personnel on its rolls in the area of e-Governance Program / Project Management, IT infrastructure, IT security and IT procurement, who possess relevant degrees/credentials with prior experience in providing the above consultancy services.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

iii. Form 8C: Letter for Geographical Presence

<Location, Date>

To,

Tele: 011-

Email:

Subject: Letter for Geographical Presence

Reference: RFP for Project Management Unit, Ministry of Statistics and Programme Implementation (RFP Ref no: XXX)

Dear Sir,

We, the undersigned, confirm that <name of bidding entity> has one or more offices in NCR of Delhi

List of offices

- 1. <Office Address in Delhi NCR
- 2.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

d) Form 9: Bank Guarantee for Earnest Money Deposit (EMD)

<Location, Date>

To,

Tele: 011-

Email:

Whereas **<company name and relevant details> having** its registered office address at **<address>** (hereinafter called the Bidder, which expression shall include its successors and permitted assigns) has submitted the bid for Submission of RFP Reference No.**<insert number>** for Consultancy Services in Ministry of Statistics and Programme Implementation (hereinafter called the Bid) to the Ministry of Statistics and Programme Implementation.

Know all Men by these presents that we **<insert bank details>**. (hereinafter referred to as “the Bank” which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assigns) are bound unto the Ministry of Statistics and Programme Implementation (hereinafter called the Purchaser, which expression shall include its successors and permitted assigns) in the sum of Rs. 5,00,000/- (Rupees Five Lakh only) for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and permitted assigns by these presents. Sealed with the Stamp of the said Bank this **< Insert Date of issuance>**.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount within five working days from the date of receipt of its written demand, provided that in its demand the Purchaser will note that the amount so claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. Provided however, the written demand must be accompanied by a copy of the notice sent to the Bidder by the Purchaser to cure /rectify the default at least 30 (Thirty) days prior to presentation of any demand of its intention to have recourse to the Guarantee, setting out the act or omission of the Bidder, which it asserts constitutes the breach of terms and conditions of the said contract or loss/damage suffered giving rise to the demand.

This guarantee will remain in force up to and including **<insert expiry date>** (“Expiry date”) and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee shall be governed by and construed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Indian Courts.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i. Our liability under this Bank Guarantee shall not exceed Rs. 500000/- (Rupees Five Lakh only)
- ii. This Bank Guarantee shall be valid upto **<insert expiry date>** (“Expiry date”)
- iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written demand made in the manner prescribed in this Guarantee for payment under this Bank Guarantee in original at **<insert bank details>**, and by email to email Id **<insert email address>** on or before **<insert expiry date>** (“Expiry date”) failing which our liability under the guarantee will automatically cease irrespective of whether the original has been returned to us or not.

Seal:

Date **< Insert Date of issuance>**.

(Authorized Signatory of the Bank)

e) Form 10: Financial Bid Template

The bidders are expected to respond to the RFP using the forms given in this section for Financial Bid. The Ministry reserves the right to ignore financial bid submitted in different forms.

i. Form 10A: Covering Letter

<Location, Date>

To,

Tele: 011-

Email:

Subject: Submission of Financial bid

Reference: RFP for Project Management Unit, Ministry of Statistics and Programme Implementation (RFP Ref no: XXX)

Dear Sir,

We, the undersigned, offer to provide the consulting services for Project Management Unit, Ministry of Statistics and Programme Implementation in response to your Request for Proposal dated [*Date*]. Our attached Financial Proposal is for the sum of <<*Amount in words and figures*>>. This amount is inclusive of OPEs, Miscellaneous expenses & Service taxes/ GST.

We understand that the payment would be made on the basis of actual Service tax rate/GST prevalent at the time of payment.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal as mentioned in this RFP.

We understand you are not bound to accept any Bid that you receive.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

ii. Form 10B: Summary of Costs

#.	Costs	Currency	Amount(s)
A	Breakdown of Person month rate (A) (Should be equal to "D" in Form 10C)	INR	
B	Miscellaneous Expenses (B) (Should be equal to "B" in Form 10D)	INR	
C	GST (Applicable rate * (A+B))	INR	
Total (A+B+C)		INR	
Total in figures -			

iii. **Form 10C: Breakdown of Person month rate**

In this table, include personnel that shall be deployed on the project

#	Names	Position	Number of People (a)	Per Month rate (b)	Person-Month (c)	Total Amount (D=a*b*c)
1		Programme Manager / Team Lead	1		36	
2		Consultant – Capacity Building	1		36	
3		Business Analyst	2		36	
4		Technical Analyst	1		36	
5		Reporting & Data Analytics	2		36	
6		Procurement Expert	2		36	
Total						

For the purpose of evaluation, the person month may be taken with deployment from <date>. However, the contract value will as per deployment date.

f) Form 11: Performance Bank Guarantee

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder/supplier”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<Insert date>> to provide consulting services for <<name of the assignment>> to the Ministry of Statistics and Programme Implementation (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder/supplier shall furnish you with a bank guarantee by a Scheduled Commercial Bank regulated under the Banking Regulation Act, 1949 for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<**Name of the Bank**>>, a Scheduled Commercial Bank regulated under the Banking Regulation Act, 1949 having its head/registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and** we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder/supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the bidder/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<*Insert Date*>>.

Notwithstanding anything contained herein:

- i. Our liability under this bank guarantee shall not exceed **Rs. <<in figures>> (Rupees <<in words>> only).**
- ii. This bank guarantee shall be valid up to <<*insert expiry date*>>.

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<*insert expiry date*>> failing which our liability under the guarantee will automatically cease