

16(08)/2018/NeGD  
National eGovernance Division  
Ministry of electronics and Information Technology

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6, CGO Complex,  
Electronics Niketan, New Delhi 110 003  
Date: 10.04.2019

**CORRIGENDUM**

**Subject: Corrigendum to the RFE for selection of Consulting Agencies for Preparation of Enterprise Architecture blueprint and implementation support, Technical Development and support & e-Governance Program Management after considering queries raised by agencies through email or during pre-conference meeting held on 22.03.2018.**

This is with reference to Tender ID 2019\_DIT\_453598\_1 floated by National eGovernance Division on 08.03.2018 for selection of Consulting Agencies for Preparation of Enterprise Architecture blueprint and implementation support, Technical Development and support & e-Governance Program Management under Digital India programme.

2. It is to inform that the following correction may please be noted in the said RFE:

- i. The important dates mentioned in page 2, Section III, point 3.7, Section 4, point 4.4.i have been revised as per the DATE CORRIGENDUM, issued separately.
- ii. Section II, point 2.1 (para 2, page 6):

4 agencies will be empanelled for providing consultants or consultancy services for each of the categories of works defined in the scope of work. The empanelment will be initially for a period of two years, which can be extended through mutual consent for a further period of one year. NeGD reserves the right to increase / decrease the number of agencies empanelled for each category.

iii. Section II, point 2.1 (para 4, page 6):

Empanelled agencies will provide their services anywhere in India. No TA/DA will be admissible for the first posting of a professional from the consultancy organization. However, for time and material projects a professional would be entitled to TA/DA (not less than that availed by equivalent NeGD resources), as per the rules, if she/he is asked to go on tour for project work from her/his project site.

iv. Section III, 3.1 General Eligibility, point 3.1.1 (page 10):

- Degree from Premier Institutes (like IITs / IIMs / IISc or those ranked by National Institutional Ranking Framework in 2019 as top 50 engineering and top 25 management institutes) - weightage 15%
- Regular course vs. Part-Time or Correspondence - weightage 15%
- Relevant Certifications (like PMP, TOGAF - Level 1 and Level 2, DODAF, Prince 2 etc.) - weightage 20%
- Relevant Experience - weightage 50%

2.5 marks for each resource of Category A & B and ~~5~~8.33 marks for each resource of Category C shall be awarded. However, detailed CV of a particular resource can be submitted against one of the categories only. The template for detailed submission of CV can be referred at Annexure 8. It is preferred that resources, whose details are shared in the bid document, are utilized for allocated work. In case, same resource is not available because of what-so-ever reason, then, replacement resource should have same or better profile.

v. Section III, 3.1 General Eligibility, point 3.1.2 (page 10):

The bidder's total turnover in India in IT and IT enabled consultancy should be more than Rs.~~50-30~~ Crores in each of the last three years viz. ~~2016-17, 2017-18 and 2018-19~~2015-16, 2016-17 and 2017-18. A certificate from the

Chartered Accountant on the turnover in these years, in original, should be submitted. Alternatively, the authorized signatory of the bidder organization may sign the photocopy of the turnover certificate clearly showing the signature of the Chartered Accountant and the same may be submitted in the bid. A copy of the authorization by the Agency (copy of Board resolution or Power of Attorney) in favor of the authorized signatory should be provided wherever applicable.

- vi. Section III, 3.1 General Eligibility, point 3.1.3 (page 10-11). Annexures 5A, 5B and 5C shall be deemed to be modified accordingly.

The bidder's should have completed at least 5 IT consultancy projects, in the categories A and B and at least 3 projects of category C mentioned in the scope, each of value more than Rs. 50-30 Lakhs, in the last 4 Years. Although both international and national projects can be mentioned, at least 2 projects of category A and B and ~~1 project of Category C~~ should have been executed in India. At the time of bid evaluation, each completed project having value more Rs 50-30 Lakhs or more would be given 5 marks each for works in categories A & B and 15-10 marks each for works in category C, amounting to a maximum of 50 marks based on the following evaluation criteria:

- Outcomes & Impacts in terms of no. of services, no. of transactions and beneficiaries impacted
- Project Deliverables as envisaged in the project
- Government Process Reengineering
- ~~No. of transactions and no. of beneficiaries~~
- Usage of emerging technologies
- Live solution, usage of open APIs & platforms
- eGov standards, principles & international best practices followed for project execution
- Timeliness of project completion
- ~~Works for~~ Implementation for Government / PSUs in India
- Approach on strategic control, migration and business continuity

• ~~Approach & Methodology followed for execution of the projects~~

Full marks shall be awarded to projects displaying all the above relevant criteria having equal weightage. Thus, it is in the interest of prospective bidders to provide details of more-10 projects each in category A & B, and 5 projects in category C in each category bid for. Required information on the works may be furnished in item 6 of Annexure-2 and Annexure-4. The approach and methodology shall be marked during presentation.

vii. Section III, 3.1 General Eligibility, point 3.1.5 (page 11):

The bidder should produce Articles of Association registration certificate (in case of registered firms), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm).

viii. Section III, 3.1 General Eligibility, point 3.1.6 (page 11):

An undertaking (self certificate) that the bidder hasn't been blacklisted by any central / state Government institution as on the date of submission and there has been no litigation with any government department on account of similar services which shall create impact on the performance of the services under this RFP, must be submitted.

ix. Section III, 3.2 Earnest Money Deposit (EMD), point a (page 12):

The bidder is required to submit EMD of Rs. 1,00,000 (Rs. One Lakh only) ~~either~~ electronically through RTGS in the account of Digital India Corporation – NeGD prior to bid submission. Bank details are given as below. BANK Details for payment through NEFT/RTGS:

Bank Name – Bank Of India (BOI), CGO Complex-Branch, Delhi

Account Number – 604810110001865

IFSC Code – BKID0006048

x. Section III, List of documents to be submitted as part of response to RFE, last para (page 13):

~~All documents must be properly marked. The response to RFE should be~~

~~submitted in one hard copy (signed on every page) and one soft copy on a CD. In case of any discrepancy, the signed hard copy version will prevail.~~

- xi. Section III, 3.6 Disqualification, point vii (page 13):

~~Is in litigation with Government of India~~

- xii. Section V, 5.3 Allocation of Work, point 5.3.2 (page 22):

The present RFE is exclusively for empanelment of consulting organisations. ~~The~~ For allocation of work, NeGD/Client will give a brief to the agencies and invite Concept notes/ technical proposals/ presentations from the empanelled agencies for specific assignments. NeGD/Client reserves the right to award the work to any of the empanelled agencies, based on the merit of their Concept note/ technical proposal/ presentation and financial quote for a particular work. The selection of work will be through QCBS (70:30) on Concept note/ technical proposal/ presentation and financial quote for that assigned task. The terms and conditions mentioned in the contract / award of work shall supersede the terms mentioned in the empanelment agreement. The President & CEO, NeGD/Client will be the final authority for selection of the agency.

- xiii. Section V, 5.3 Allocation of Work, point 5.3.5 (page 22):

In case, NeGD/Client does not find the work of the agency up to its satisfaction, NeGD/Client reserves the right to get it done from any other agency/agencies after giving prior 30 days notice in writing for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.

- xiv. Section V, 5.3 Allocation of Work, point 5.3.7 (page 22):

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

- xv. Section VI, General Conditions, 6.1 Penalties, point i (page 23):

In case of unjustified and unacceptable delay in execution of the assigned work by the agency, NeGD/Client may impose a penalty of 1.0% of the project milestone value per week ~~or part thereof~~ of delay on a pro rata basis subject to the maximum limit of 10% of the project milestone value. For time and material projects, a penalty of 0.5% of the annual work order value per week of delay in non-deployment of resource will be levied on a pro rata basis subject to maximum limit of 10% of the annual work order value).

- xvi. Section VI, General Conditions, 6.1 Penalties, point iii (page 23):

In case the delay is unusually very long (as specified in the work order) and not acceptable to NeGD/Client then NeGD/Client will have an option to cancel the order after giving prior 30 days notice in writing and award the work to any other empanelled agency without any compensation to the agency which delayed the completion of the work. In such a Scenario NeGD/Client shall en-cash the PBG and terminate the agreement.

- xvii. Section VI, General Conditions, 6.1 Penalties, point iv (page 23):

In case any of the services performed by the appointed Agency fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with NeGD/Client), negligent (such as quality of deliverables not up to the mark), non supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the appointed Agency and NeGD/Client decides to abort the contract because of such failure after giving prior 30 days notice in writing, then NeGD/Client shall en-cash the PBG.

- xviii. Section VI, General Conditions, 6.1 Penalties, point v Limitation of Liability (page 23):

Limitation of Liability (LoL): The aggregate liability of the Consultant under this Agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud or willful misconduct in performance of the services hereunder. In such cases, the liabilities shall be subject to final determination by the arbitrator.

- xix. Section VI, General Conditions, 6.2 Performance Bank Guarantee (PBG) (page 23-24):

The successful agencies, at its own expense, shall deposit with NeGD/Client, within a week of the date of signing a contract for any assigned work, an unconditional and irrevocable Performance Bank Guarantee (PBG) equivalent to 10% of the total work order value from a nationalized bank with lien marked to Digital India Corporation, NeGD, New Delhi/Client. If any advance payment is made to the agency for the assigned work, the agency shall deposit an additional unconditional and irrevocable Performance Bank Guarantee (PBG) equivalent to the advance payment from a nationalized bank with lien marked to Digital India Corporation (DIC), New Delhi/Client. The PBG will be payable on demand, for the due performance and fulfillment of the agreement and be valid beyond three months of the period of empanelment date of completion of the contract. The format for Performance Bank Guarantee is provided at Annexure 7.

- xx. Section VII, Terms and Conditions of Agreement, 7.17 Non-Disclosure Agreement (page 29):

The Agency will treat as confidential all data and information about the NeGD and any other information/data etc. furnished/obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the NeGD. All agencies shortlisted for empanelment shall submit a **Non-Disclosure Agreement** to NeGD, in the format provided in **Annexure 6**. The Non-Disclosure Agreement shall be valid for a period of 3 years from the date of conclusion of the contract.

- xxi. Section VII, Terms and Conditions of Agreement, 7.18 Intellectual Property Rights, point i (page 29-30):

NeGD shall own and have a right **in perpetuity** to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, drawings and other documents which have been

developed by the consulting agency during the performance of Services and for the purposes of transfer, inter-alia use or sub-license of such Services under this Contract. ~~The agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NeGD and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NEGD. Ownership of intellectual property in usage of pre-existing material of the party shall continue to be with the respective party.~~

- xxii. Section VII, Terms and Conditions of Agreement, 7.19 Payment Process, point ii (page 30):

Payments shall be subject to deductions of any amount for which the Agency is liable under the empanelment or RFE conditions. ~~Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income Tax Act and/or any other applicable laws, if any. The Price offered by the agency shall be exclusive of GST but inclusive of all other taxes as per the current rate of taxation in force.~~

- xxiii. Section VII, Terms and Conditions of Agreement, 7.20 Force Majeure (page 30):

If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and



deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist ~~and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive,~~ provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser client may at his option, terminate the contract. In event of such termination, the agency shall be entitled for all the payments accrued for the services rendered till the date of such termination.

- xxiv. Section VII, Terms and Conditions of Agreement, 7.21 Arbitration, point iii (page 31):

~~The Authority to appoint the arbitrator(s) shall be the President & CEO of National e-Governance Division which shall be binding on the agency in dispute. The arbitrator(s) shall be mutually appointed. However, in case of no agreement the matter may be reflected to President & CEO, NeGD, who in consultation with concerned parties shall appoint the arbitrator.~~

- xxv. Annexure-2, Technical Bid, point 6 (page 33). The table has been revised as:

<b>Turnover from</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
Total IT Consulting/ Advisory including eGov Program Management , Enterprise Architecture, Technology Development & Support etc.			

- xxvi. Annexure-2, Technical Bid, point 7 (page 34):

Please specify at least 5 IT consultancy works each of value Rs. ~~50-30~~ lakhs or more undertaken for categories A & B and 3 works for category C, for the relevant categories ~~and successfully completed~~ in the last ~~3-4~~ Years.

Information may be submitted in the following format. Please attach separate sheet for each project and submit work order & satisfactory completion certificate from the client. On-going projects may also be submitted on submission of client acknowledgement.

- xxvii. Annexure-2, Technical Bid, point 8 (page 33). The table has been revised as:

Particulars	Amount (Rs.)	Details	Date	Bank	Branch
EMD					

- xxviii. Annexure-3, Checklist for submission of Response to RFE (page 35). The clause has been revised as:

Certified Annual Turnover for the FY ~~2016-17, 2017-18, 2018-19~~2015-16, 2016-17, 2017-18.

A self declaration stating that agency has not been blacklisted/debarred/suspended by any Central/ State Government/ PSU along with proof that the signatory is authorized.

- xxix. Annexure-4, Details of Works Handled (page 36). The table has been revised as:

<b>Project Evaluation Criterion</b>	<b>Project Details</b>
Outcomes & Impacts in terms of no. of services, no. of transactions and beneficiaries impacted	
Project Deliverables as envisaged in the project	
Government Process Reengineering	
Usage of emerging technologies	
Live solution, usage of open APIs & platforms	

eGov standards, principles & international best practices followed for project execution	
Timeliness of project completion	
Implementation for Government / PSUs in India	
Approach on strategic control, migration and business continuity	

xxx. The following clause has been added in Section IV: Bidding Process

4.8 Bid Validity: Agency will quote with a bid validity of 180 days from the date of submission of the BID.

xxxi. The following clause has been added in Section VII: Terms and Conditions of Agreement

7.24 The client may request a change order ("Change Order") in the event of major change to the scope of Statement of Work/Purchase Order. Agency will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee.

## TEMPLATE FOR CV SUBMISSION

<b>Resume</b>					
<b>Name</b>					
<b>Email Id</b>					
<b>Personal Details</b>	Age, Gender				
<b>Education (Highest first)</b>	<b>Institute &amp; University</b>	<b>Part-time / Regular</b>	<b>Course</b>	<b>Subject</b>	<b>From-To</b>
<b>Certifications</b>	•				
<b>Proficiency in Languages</b>	•				
<b>Employment Record (From latest, going back)</b>	<b>Employer</b>	<b>Position</b>	<b>From</b>	<b>To</b>	
<b>Papers Published</b>	•				
<b>Areas of expertise</b>	•				
<b>Work undertaken that best illustrates capability to handle tasks assigned:</b>					
Client(s)					
Project(s)					
Employer					
Brief about Project(s)					
Duration					
Tasks / Role Performed	•				
<b>Certification</b>					
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications and experience.					