

National e-Governance Division

Request for Empanelment (RFE)
of
CONSULTING ORGANISATIONS
for
Digital India Program including
India Enterprise Architecture (IndEA)



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

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4th Floor, 6 CGO Complex,
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**REQUEST FOR EMPANELMENT (RFE) OF CONSULTING ORGANISATIONS
FOR DIGITAL INDIA PROGRAM INCLUDING INDIA ENTERPRISE
ARCHITECTURE (IndEA)**

National e-Governance Division (NeGD) is an autonomous business division within Digital India Corporation, under the Ministry of Communication and Information Technology, Government of India.

NeGD invites RFE from reputed Consulting Organizations (hereinafter referred to as “Agencies”) for empanelment for Digital India program including IndEA for the following areas:-

| Area | Nature of work |
|----------------------------------|--|
| Technology Development & Support | Support on technologies used for Digital India |
| Program Management | Support on Digital India work related to Program Management. |
| Enterprise Architecture | Enterprise Architecture blueprint preparation and implementation for State or Ministry |

Please go through the full document available at <http://negp.gov.in/>, IndEA document available at <http://egovstandards.gov.in/frameworkinstitutional-mechanism-and-policies>

1. Applicants (hereinafter referred to as “Bidders”) are required to submit only one application.
2. Details on the services to be provided are mentioned in the Scope of work in this document
3. A **pre-bid meeting** will be held on Wednesday, 22nd March 2019 at NeGD conference room, 4th Floor, Electronics Niketan, 6 CGO Complex @ 15:00 Hrs.
4. Bidders eligible as per qualifying conditions will be short listed based on the information provided by them. The short listed agencies will be invited to make a presentation to the Evaluation committee. The notice for short listing of agencies for technical presentation will be intimated individually and will be uploaded on the website www.negp.gov.in

5. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in 'Instructions to the Contractors/Tenderer for the e-submission of 'Eligibility Criteria' and 'Technical Bids' online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned at 100 dpi with black & white option which helps in reducing the size of the scanned document.
6. Hard copy/details of the original instruments in respect of earnest money deposit, original copy of affidavits etc. must be submitted at the office of Director (Projects), National e-Governance Division, 4th Floor Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi – 110003 by 1500hrs on the date of bid opening as given in the Important Date-sheet.
7. The agencies will be selected as per the evaluation mechanism of this RFE.
8. Bidders may contact Director, Projects, NeGD as mentioned above, for any clarification on the RFE before the time as per schedule given at para 3.7 by post or email vinay@gov.in
9. NeGD reserves the right to reject any or all of the responses to this RFE without assigning any reason. NeGD takes no responsibility for delay, loss or non-receipt of response to RFE.
10. On the basis of scores given by the committee, it is envisaged to empanel agencies for the services as per scope of work listed under “2.2” of this RFE.

Important dates:

| S No. | Activity | Date |
|-------|--|-----------------------------|
| 1 | Last date for submission of written queries (email or post only) | Mar 15, 2019 |
| 2 | Pre bid Meeting | Mar 22, 2019 |
| 3 | NeGD's response to bidder's queries | Mar 27, 2019 |
| 4 | Last date for submission of RFE | Apr 10, 2019 by 15.00 hours |
| 5 | Date of opening of bids | Apr 10, 2019 at 16.00 hours |
| 6 | Technical presentations for Short listing agencies based on eligibility criteria | Apr 15 & 16, 2019 |
| 7 | Final Selection | Apr 22, 2019 |

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SECTION I: BACKGROUND

Approved by the Government of India, Digital India is an ambitious program to 'transform India into a digital Empowered society and Knowledge economy', the focus is on being transformative to realize IT (Indian Talent) + IT(Information technology) = IT(India Tomorrow)

It is an Umbrella Program that covers multiple Government Ministries and Departments. It weaves together a large number of ideas and thoughts into a single, comprehensive vision so that each of them is seen as part of a larger goal. Each individual element stands on its own, but is also part of the larger picture. Digital India is to be coordinated by MeitY and implemented by the entire Government.

Under the overarching vision of Digital India, Government of India aims to make all Government services digitally accessible in an integrated manner to citizens through multiple channels, such as web, mobile and common service delivery outlets. Programmes like Bharatnet, Swan, Nicnet, eKranti, Umang, DigiLocker, Direct Benefit transfer, Make in India, S/W & services are encompassed in Digital India.

The United Nations eGovernance survey emphasized on a whole-of-government approach, policy integration and use of big data analytics in order to provide better governance to citizens. These trends require breaking of sectoral barriers and silos and re-architecting the Government as a single enterprise.

IndEA provides a generic framework, comprising of a set of architecture reference models, which can be converted into a Whole-of-Government Architecture for India, Ministries, States, Govt. Agencies etc. The IndEA framework is based on Federated architecture approach and recognizes need to accommodate both greenfield (new) and brownfield (existing / legacy) eGov initiatives. Thus, the IndEA framework document and IndEA Adoption Guide document are envisaged to enable the Government of India to initiate EA transformation in Indian Governmental organizations, States and Indian Government as a whole.

NeGD intends to empanel a limited number of reputed agencies for the work on the aspects of Technology and Program Management under Digital India/e-Kranti projects/ Programmes / Policies, at national level and to work with Ministries and States to develop their Enterprise Architecture, based on the IndEA framework.

SECTION II: OBJECTIVE AND SCOPE

2.1 Objective

To meet the growing demand for design, development, implementation and large scale roll out of e-Governance applications under Digital India/e-Kranti, and large scale roll out of Ministry and State Enterprise Architectures in lines with the IndEA framework, NeGD intends to empanel reputed consultancy organizations to accelerate not only the identification of new areas of use of ICT but to assist in all activities related to e-Governance projects

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.

Empanelled agencies would provide consultants or consultancy services to the ongoing/new projects. Such support will be for a definite period and will not amount to any kind of employment obligation on the part of NEGD.

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 organisation. However, a professional would be entitled to TA/DA, as per the rules, if she/he is asked to go on tour for project work from her/his project site. The professionals have to use their own laptops, mobile phone etc. for doing the project work.

This RFE provides for two key routes of engagement:

- i) For projects where the need of consultant(s) is distinctly identifiable, the consultant(s) will be hired as per the finalized rates on time and material basis.
- ii) The deliverable based approach for engaging the empanelled agencies shall be undertaken wherever feasible. The key aspect of feasibility being whether the scope can be linked to an outcome directly. In this route the empanelled partner shall take full responsibility of the desired outcome of the project. In such projects the empanelled agencies will be asked to prepare a detailed project plan with definite milestones and time lines along with detailed resource requirement in a well defined format in response to the clearly defined scope of work.

2.2 Scope of Work for agencies:

Scope of work includes an indicative list of works for each category which the empanelled agencies would be expected to perform through their consultants as given in the table. As part of e-governance initiatives, the work may be in any of the government sectors like education, agriculture, rural development etc. Therefore, the agencies must have consultants experienced in various domains.

| Category | Area | Nature of work |
|----------|----------------------------------|---|
| (A) | Technology Development & Support | <ul style="list-style-type: none">• Mobile solutions & technologies• Open API platform and solutions• Agile Application development & support• Solutions for Digital Repositories• Collaborative Digital Platforms• ICT solutions and services for Rural areas• Wi-fi solutions and technologies• Cloud solutions• Artificial Intelligence• Big Data Analytics• Cyber Security & solutions• e-Health & e-Education solutions• GIS/LIS solutions & technologies• Technologies for Digital empowerment• Other solutions and technologies for Digital India• Technology Management (SRS/FRS/ Technical management of e-Governance projects) |
| (B) | e-Governance Program Management | <ul style="list-style-type: none">• Preparation of DPR/RFP/Proposal/Templates• Preparation of Roadmaps/Guidelines/Frameworks• e-Governance Project Management and Monitoring• Bid Process Management |

| Category | Area | Nature of work |
|----------|---|--|
| | | <ul style="list-style-type: none"> • Application Security Audit • Application Quality Certification • Government Process Re-engineering • Contract Management • Change Management • Application Roll out process management • Strategy/Plan Preparation • Techno-legal issues • S/w licensing issues • MoU / Contracting • Preparation of Test Plan • Application Performance Audit • Project Evaluation/Impact assessment |
| (C) | Enterprise Architecture blueprinting & Implementation support | <ul style="list-style-type: none"> • Preparation of Enterprise Architecture blueprint • Preparation of Phase wise deliverables like Business Vision and Mission, Architectural Scope and Programme Plan, Key Performance Indicators and Outcomes, Detailed business architecture requirements, Data Governance Strategy and Action plan, Application Integration Architecture, Technology Modernization strategy, Security Metrics & monitoring plan, Architecture Implementation Roadmap, Communication, advocacy and training material, Implementation Specifications (RFP or Tendering Process), Architecture Compliance Checklist and Process, Architecture Management System Implementation Report, Conceptual Solution Architecture, Solution Transition Roadmap etc. • Agile Implementation of Architecture in coordination with development team. Agile EA documentation may be referred at |

| Category | Area | Nature of work |
|----------|------|--|
| | | https://publications.opengroup.org/y180 and https://publications.opengroup.org/w186 |

Consultancy Agencies shall be empanelled for each of the above three categories. Work of the concerned category will be assigned to any one of the empanelled agencies. Empanelled agency will be asked to deploy required number of resources for a well defined period.

Agency's consultants deployed on a work will use their own computer/laptop, data cards, etc when working from user's premises. The user's responsibility will be restricted to provide work space and environment for the consultants' official work related to the assigned work.

SECTION III: ELIGIBILITY CRITERIA

3.1 General Eligibility

3.1.1 The bidders should be agencies operating in India at least for the last three years excluding the current year. They should have minimum of 25 resources with experience in the categories A & B and 5 resources in category C for the last two years. HR certified document stating presence of required resources on company payroll would be required. Out of these CVs and ID Cards of at least 10 resources in categories A & B and 3 resources in category C stationed in India should be shared which would be given marks based on the below criteria.

- Degree from Premier Institutes (like IITs / IIMs)
- Regular course vs. Part-Time or Correspondence
- Relevant certifications
- Relevant Experience

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. 2.5 marks for each resource of Category A & B and 5 marks for each resource of Category C shall be awarded. However, CV of a particular resource can be submitted against one of the categories only.

3.1.2 The bidder's total turnover in India should be more than Rs.50 Crores in each of the last three years viz. 2016-17, 2017-18 and 2018-19. 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.

3.1.3 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 Lakhs. 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 Lakhs or more would be given 5 marks each for works in categories A & B and 15 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 services & timelines
- Project Deliverables
- 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 Government / PSUs
- Approach on strategic control, migration and business continuity
- Approach & Methodology followed for execution of the projects

Thus, it is in the interest of prospective bidders to provide details of more projects in each category bid for. Required information on the works may be furnished in item 6 of Annexure-2 and Annexure-4.

- 3.1.4 The bidder should be registered with the Good and Service Tax Network and carry a valid PAN from the Income Tax Department, Government of India.
- 3.1.5 The bidder should produce Articles of Association (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).
- 3.1.6 An undertaking (self certificate) that the bidder hasn't been blacklisted by any central / state Government institution and there has been no litigation with any government department on account of similar services must be submitted.
- 3.1.7 The bids consisting of documents in support of the above criteria 3.1.1 to 3.1.6 and those required as per Annexure-2 should be submitted in the PDF format having a resolution so that on printing it can be read easily. Each page of this document must be signed along with seal of the organization indicating the name and designation of the authorized signatory of the organisation.

3.2 Earnest Money Deposit (EMD)

- a) 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

- b) The Earnest Money Deposit (EMD) will be refunded, without any interest accrued, within one month of the final selection, as follows:
- i) In the case of those Bidders who fail to qualify the eligibility criteria, and whose technical bids do not qualify.
 - ii) In the case of those Bidders with whom the contract is not signed.
- c) In the case of Bidder with whom contract is signed, EMD will be refunded on receipt of Bank Guarantee for the same amount valid for 90 days beyond the period of empanelment.
- d) EMD details shall be kept in envelope with the cover letter. Application without EMD will be rejected.

3.3 Other Information

- 3.3.1 The agencies may be required to work with or work for line Ministries/ Departments of Central/ state government as and when required.
- 3.3.2 The client servicing team of the agency must be available to NeGD office, New Delhi as and when required by NeGD.

3.4 Consortium

Consortium is not allowed.

3.5 List of documents to be submitted as part of response to RFE

- i) Covering letter on agency's letter head.
- ii) Declaration in the format given in **Annexure-1**.
- iii) **Annexure-2** along with documents mentioned in it and other details for purpose of technical evaluation.

- iv) Checklist in the format given at **Annexure-3**.
- v) Details of projects as per **Annexure-4**
- vi) EMD of specific amount as per category mentioned in para 3.2 above.
- vii) Any other supporting information that is relevant.

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.

3.6 Disqualification

NeGD may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:

- i) Submitted the application after the response deadline;
- ii) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- iv) Submitted an application that is not accompanied by required documentation or is non-responsive;
- v) Failed to provide clarifications related thereto, when sought;
- vi) Submitted more than one application on its own;
- vii) Was declared ineligible/blacklisted by the Government of India/State/UT Government;
- viii) Is in litigation with Government of India;

3.7 Important Dates:

| S No. | Activity | Date |
|-------|--|-----------------------------|
| 1 | Last date for submission of written queries (email or post only) | Mar 15, 2019 |
| 2 | Pre bid Meeting | Mar 22, 2019 |
| 3 | NeGD's response to bidder's queries | Mar 27, 2019 |
| 4 | Last date for submission of RFE | Apr 10, 2019 by 15.00 hours |
| 5 | Date of opening of bids | Apr 10, 2019 at 16.00 hours |
| 6 | Technical presentations for Short listing agencies based on eligibility criteria | Apr 15 & 16, 2019 |
| 7 | Final Selection | Apr 22, 2019 |

SECTION IV: BIDDING PROCESS

4.1 Introduction

Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, etc. given in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.

4.2 Instructions for Online Bid Submission:

This RFE document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

Registration

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment". Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.

- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

Searching for RFE Document

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organisation name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organisation name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Favourites' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

Preparation of Bid Documents

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) If there is more than one document to be submitted, they can be clubbed together using zip format.

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Submission of Bids

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 4) Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip and the same can be uploaded. However if the file size is less than 1 MB, the transaction uploading time will be very fast.
- 5) The serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed

with the bid no. and the date & time of submission of the bid with all other relevant details.

- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Assistance to Bidders

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to Director (Projects), NeGD at 4th Floor, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi-110003, on or before the time as per schedule given at 3.7 by post or email vinay@gov.in
- ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

4.3 Technical Bid

- i) Format for the Technical Bid is given in “Annexure-2: Technical Bid”.
- ii) List of Enclosures to be submitted properly numbered and indexed along with signatures of the authorized representative of quoting agencies.
- iii) All documents should be submitted electronically in PDF format

4.4 Online Bid Submission Process

- i) Online bids (complete in all respect) must be uploaded on <http://eprocure.gov.in/eprocure/app> in latest by 3:00 PM on 10th April 2019.
- ii) In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.

4.5 Amendment of Tender Document

- i) At any time prior to the last date for receipt of bids, NEGD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment.
- ii) The amendment will be uploaded on the website (<http://eprocure.gov.in>)
- iii) In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, NeGD may, at its discretion, extend the last date for the receipt of Bids.

4.6 Clarification on Tender Document

A prospective Bidder requiring any clarification on the Tender Document may submit his queries to NeGD via email per schedule mentioned at 3.7 in the following format:

| Sr. No | Section No. | Clause No. | Reference/ Subject | Clarification Sought |
|--------|-------------|------------|--------------------|----------------------|
| | | | | |

Note: NeGD shall not respond to any queries received later than the time as per schedule given at 3.7 and / or not adhering to the above mentioned format. NEGD's response (including the query but without identifying the source of inquiry) will be uploaded on <http://eprocure.gov.in>.

4.7 Bid Opening Process

- i) All bids (complete in all respect) received along with the EMD will be opened as per schedule mentioned at 3.7, in the presence of bidders

representative, if available. Bids received without EMD will be rejected straight way.

- ii) Eligibility Criteria and Technical bids of only those bidders, whose EMD instruments are found to be in order, will be opened afterwards in the same bid opening session, in the presence of the vendor's representative, if any.
- iii) Technical Bids of only those bidders will be evaluated by the Technical Evaluation Committee who meet the Eligibility Criteria and Annexure-1 corroborated by the documentary evidence provided for the same
- iv) One authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

SECTION V- EVALUATION AND EMPANELMENT PROCEDURE

In order to empanel agencies, NeGD will constitute an Evaluation Committee to evaluate the proposals submitted. During evaluation of proposals, NeGD, may, at its discretion, ask the bidders for clarification on their applications. The process for empanelment is as given below.

5.1 Evaluation process

Scrutiny of eligibility criteria mentioned in 3.1 for responsiveness to the RFE will be done by the Evaluation Committee to determine whether the documents have been properly signed, qualification criteria fulfilled, all relevant papers submitted and whether the response to RFE is generally in order. The Evaluation Committee can seek additional information from the bidders, if needed. The response to the RFE not conforming to requirements will be rejected.

5.1.1 The selection of agencies will be based on the evaluation of the technical bids by the Evaluation Committee.

5.1.2 Technical Evaluation will be done on the basis of criteria given in **Annexure-5 (A,B & C)** and as per documents submitted and technical presentation. Each of the item type has been allocated a particular mark, based on which the final technical score will be calculated.

5.1.3 The qualifying score will be 70 marks out of 100 of any one or more categories. Bidders who qualify in the technical evaluation will be ranked on the basis of merit and will be selected for empanelment for any one or more as explained under 5.2.

5.2 Empanelment

4 agencies shortlisted for empanelment for each category will be required to sign an agreement with NeGD, accepting the terms and conditions laid down by NeGD (as given under **Section V, VI & VII**). After signing of the agreement, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

5.3 Allocation of Work

5.3.1 The empanelment shall be initially for two years from the date of accepting the terms and conditions (as given under **Section VII**) by the empanelled agencies. It can be extended through mutual consent for a further period of one year based on periodic reviews to assess

the performance during the specified duration of empanelment at the same terms and conditions. NeGD shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.

- 5.3.2 The present RFE is exclusively for empanelment of consulting organisations. For allocation of work, NeGD will give a brief to the agencies and invite Concept notes/ technical proposals/ presentations from the empanelled agencies for specific assignments. NeGD 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 President & CEO, NeGD will be the final authority for selection of the agency.
- 5.3.3 The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement.
- 5.3.4 Mere empanelment with NeGD does not guarantee allocation of work.
- 5.3.5 In case, NeGD does not find the work of the agency up to its satisfaction, NeGD reserves the right to get it done from any other agency/agencies for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.
- 5.3.6 NeGD will not be liable to make any payment or amount on account of conceptualization/designing/artwork etc. for the concept notes/ technical proposals/ presentations prepared by the agency but not selected. The agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.
- 5.3.7 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.

SECTION VI: GENERAL CONDITIONS

6.1 Penalties

- i) In case of unjustified and unacceptable delay in execution of the assigned work by the agency, NeGD may impose a penalty of 1.0% of the project value per week or part thereof of delay (subject to the maximum limit of 10% of the project value) to recover such penalty.
- ii) The penalties and delay would be linked to deliverables. All factors including delay beyond the control of agency should be factored by Consulting organization while taking the project assignment. Risks and its dependency on deliverables should be highlighted before taking the work, which may be considered on a case to case basis.
- iii) In case the delay is unusually very long (as specified in the work order) and not acceptable to NeGD then NeGD will have an option to cancel the order 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 shall en-cash the PBG and terminate the agreement.
- iv) 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), 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 decides to abort the contract because of such failure, then NeGD shall en-cash the PBG.
- v) 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.

6.2 Performance Bank Guarantee (PBG)

The successful agencies, at its own expense, shall deposit with NeGD, 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. 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. The PBG will be payable on demand, for the due performance and fulfilment of the agreement and be valid beyond three months of the period of empanelment. The format for Performance Bank Guarantee is provided at **Annexure 7**.

SECTION VII: TERMS AND CONDITIONS OF AGREEMENT

The agencies selected for empanelment will have to sign an agreement with NeGD with the following terms and conditions.

7.1 Nativity

The organization must be incorporated in India as per details given under 3.1.

7.2 Relationship

- a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “NeGD” and the “bidder”. No partnership shall be constituted between NeGD and the bidder by virtue of this empanelment nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power. The Bidders shall be fully responsible for the services performed by them or on their behalf.
- b) Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for promotional purpose without first having obtained the other party’s prior written approval.

7.3 Right to rejection and Right to annulment

NeGD reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

NeGD also reserves the right to employ any agency outside of the list of empanelled agencies.

7.4 No obligation

Empanelment with NeGD does not guarantee that any or all Bidders shall be awarded any project / assignment as a result of this empanelment.

7.5 Fraud and Corruption

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

NeGD will reject the application for empanelment, if the applicant recommended for empanelment, has been determined by NeGD to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NeGD or any personnel during the tenure of empanelment.
- (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to NeGD, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive NeGD of the benefits of free and open competition.
- (c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- (e) "Collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of the NeGD, designed to establish prices at artificial, non-competitive levels;

NeGD will reject an application for award, if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the empanelment.

7.6 Confidentiality

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

7.7 Period of Empanelment

NeGD shall empanel agencies for two years. The empanelment duration may be extended through mutual consent for a further period of one year based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. NeGD shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.

7.8 Indemnity

The selected Agencies will indemnify NeGD against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/ hardware/ manpower etc. and related services or any part thereof. NeGD stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NeGD also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.

7.9 Termination / Withdrawal

- a) NeGD reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:
 - i) Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant' organization
 - ii) Information provided to NeGD is found to be incorrect;
 - iii) Empanelment conditions are not met within the specified time period;
 - iv) Misleading claims about the empanelment status are made;
 - v) Clear evidence is received that empanelled agency has breached copyright laws/ plagiarised from another source;
- b) If the agency does not execute the contract to the satisfaction of the NeGD then the NeGD may invoke any or all of the following clauses.
 - i) Forfeit the Performance Guarantee Amount
 - ii) Terminate the contract without any liability of NeGD towards the empanelled agency.

7.10 Only one application

An applicant can submit only one proposal on its own for any one or more relevant categories. If an applicant submits more than one proposal for any one or more categories, both proposals shall be disqualified.

7.11 Amendment

At any time prior to deadline for submission of applications, NeGD may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all Bidders.

7.12 Disclaimer

- (i) This RFE is not an offer by the NeGD, but an invitation to receive responses from eligible interested Bidders as consulting agencies for NeGD. The NeGD will empanel limited Bidders who fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from this process.
- (ii) The evaluation shall be strictly based on the information and supporting documents provided by the Bidders in the application submitted by them. It is the responsibility of the Bidders to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by NeGD is not provided by applicant, NeGD may choose to proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

7.13 Binding Clause

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

7.14 Agency's Integrity

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

7.15 Agency's Obligations

- a) The Agency will be obliged to work closely with the NeGD's staff, act within its own authority and abide by directives issued by the NeGD.
- b) The Agency will abide by the work safety measures prevalent in India and

will free the NeGD from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the NeGD responsible or obligated under any circumstances.

- c) The Agency will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.
- d) Sub-contracting of personnel shall be allowed.
- e) The Agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NeGD's interest.

7.16 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with this Ministry. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements for the concerned work.

The agency should not be involved in any way on those work assignments where there is any scope of conflict of business interest.

Wherever there is any scope of conflict of business interest, the agency has to choose only one role that is either to take the assignment as a part of empanelment or to opt for other business opportunities.

7.17 Non-Disclosure Agreement

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**.

7.18 Intellectual Property Rights

- i) 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.

- ii) The Agency shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep NeGD indemnified under all circumstances against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency during the course of performance of the Services.

7.19 Payment Process

- i) A pre-receipted bill, along with certificate of satisfactory performance from Director (Projects) will have to be submitted.
- ii) 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.

7.20 Force Majeure

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 may at his option, terminate the contract.

7.21 Arbitration

- i) If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit that dispute to arbitration under the Arbitration and Conciliation act 1996 as amended from time to time.
- ii) The decision of the arbitrator shall be final and binding upon both Parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by the both the parties. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- iii) 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.
- iv) The decision and award of the arbitrator so appointed shall be final and binding on both the parties.

7.22 Applicable Law

The agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

7.23 Jurisdiction of Courts

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

ANNEXURE - 1

DECLARATION (ON THE LETTER HEAD)

1. I, _____ (Name & Designation) solemnly affirm on behalf of my company/ firm that the facts stated above about my company/ firm are correct and nothing has been concealed. If any information submitted above, is found to be false or fabricated, my company/ firm may be debarred from empanelment.
2. I permit NeGD to inspect our records to ascertain the above facts.
3. I permit NeGD to cross check the above facts from any other source.
4. I or my authorized representative, if required by NeGD, would make a presentation before the duly constituted Committee at my own cost.
5. I will abide by the decision of NeGD regarding empanelment.
6. I have read & understood the RFE and agree to all the terms & conditions stated therein.

Date:

SIGNATURE

Full name and designation:

(Seal of organisation)

TECHNICAL BID

1. Name of the bidding Agency:
2. Incorporated as _____ in year _____
at _____
(State Registered Firm, Co-operative Society or Partnership Firm)
3. Whether any Legal Arbitration/ proceeding is instituted against the Agency or the Agency has lodged any claim in connection with works carried out by them. If yes, please give details.
4. Categories Bid for
5. Agency profile (*)

Address:

Name of the top executive with designation :

Telephone No :

E-mail :

GSTN No :

PAN No :

Office strength : Technical:_____ Nos. Administrative: _____ Nos.

6. Bidder's Turnover (*In Rs. Crores*)

| Turnover from | 2016-2017 | 2017-2018 | 2018-2019 | Turnover Cal (2+3+4) |
|---|------------------|------------------|------------------|-----------------------------|
| Technology Consultancy (A) | | | | |
| eGov Program Management (B) | | | | |
| Enterprise Architecture (C) | | | | |
| Non-IT consultancy business (D) | | | | |
| Total consultancy Turnover T = A+B+C+D | | | | |

7. Please specify at least 5 IT consultancy works each of value Rs. 50 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 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.

Category-A/B/C

| S. no. | Caption | Details |
|--------|---|---------|
| 1 | Name of the Client with address | |
| 2 | Year of undertaking the project | |
| 3 | Project Name and summary (5 lines) | |
| 4 | Project start Date | |
| 5 | Project completion Date | |
| 6 | Project value | |
| 7 | Name of the Client's Contact person with phone Number | |

8. Payment details:

| Particulars | Amount (Rs.) | Draft No. | Date | Bank | Branch |
|------------------|--------------|-----------|------|------|--------|
| EMD & Tender Fee | | | | | |

Documents in support of the above may be furnished with page number indicated in the index. Please use separate sheets wherever necessary.

(*) If the Agency has branch offices in India, please give profile of the branch offices as per item (e) above.

Date:

Place:

Authorized Signatory

Name & Designation:

COMPANY SEAL

CHECKLIST FOR SUBMISSION OF RESPONSE TO RFE

| Description | Detail | Y/N |
|-----------------------|--|------------|
| Eligibility Documents | A covering letter on the letter head | |
| | Certificate of Registration/ Incorporation. | |
| | PAN & Service Tax Registration | |
| | Certified Annual Turnover for the FY 2016-17, 2017-18, 2018-19 | |
| | Proof of Presence in Delhi/NCR (Address proof) | |
| | A self declaration stating that agency has not been blacklisted/debarred/suspended by any Central/ State Government/ PSU | |
| | Duly signed Annexure-1 | |
| | EMD of Rs. 1,00,000/- | |
| Bid documents | Duly signed Annexure-2 | |
| | Duly signed Annexure-4 | |
| | Signed copies of all documents as mentioned in Annexure-2 | |

Note: All documents including annexure must be properly marked and sealed.

Date:

Place:

Authorized Signatory

Name & Designation:

COMPANY SEAL

DETAIL OF WORKS HANDLED**Name of the Category:****Name of the Project :**

| Project Evaluation Criterion | Project Details |
|--|------------------------|
| Outcomes & Impacts in terms of services & timelines | |
| Project Deliverables | |
| 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 Government / PSUs | |
| Approach on strategic control, migration and business continuity | |
| Approach & Methodology followed for execution of the projects | |
| Any other e-Governance project features mentioned in the scope | |

Date:

Place:

Authorized Signatory

Name:

COMPANY SEAL

CRITERION FOR TECHNICAL EVALUATION

Name of the Bidder :

Name of the Category : Technology Development & Support

| S. No. | Eligibility/Evaluation Criterion | Max. Marks | Marks obtained |
|---------------|--|-------------------|-----------------------|
| 1 | Technology Development & Support (projects) completed in the categories bid for, each with value of Rs. 50 Lakh or more (Govt. or Private) <i>(5 marks for each project)</i> <ul style="list-style-type: none"> As per the project details | 50 | |
| 2 | Demonstration of approach and methodology to be followed for the categories bid for i.e Technology Dev & Support | 25 | |
| 3 | Relevant qualifications and experience of proposed resources to be deployed on the basis of category applied for <i>(2.5 marks for each resource's details provided)</i> | 25 | |

Agencies securing > 70 marks as above will only be considered technically qualified for empanelment for one or more of the mentioned category.

CRITERION FOR TECHNICAL EVALUATION**Name of the Bidder :****Name of the Category :** eGov Project Management Consulting

| S. No. | Eligibility/Evaluation Criterion | Max. Marks | Marks obtained |
|---------------|---|-------------------|-----------------------|
| 1 | IT Consultancy works (projects) completed in the categories bid for, each with value of Rs. 50 Lakh or more (Govt. or Private) <i>(5 marks for each project)</i> <ul style="list-style-type: none"> As per the project details | 50 | |
| 2 | Demonstration of approach and methodology to be followed for the categories bid for i.e eGov Project Management Consulting | 25 | |
| 3 | Relevant qualifications and experience of proposed resources to be deployed on the basis of category applied for <i>(2.5 marks for each resource's details provided)</i> | 25 | |

Agencies securing > 70 marks as above will only be considered technically qualified for empanelment for one or more of the mentioned category.

CRITERION FOR TECHNICAL EVALUATION

Name of the Bidder :

Name of the Category : India Enterprise Architecture

| S. No. | Eligibility/Evaluation Criterion | Max. Marks | Marks obtained |
|---------------|--|-------------------|-----------------------|
| 1 | Enterprise Architecture works (projects) completed in the categories bid for, each with value of Rs. 50 Lakh or more (Govt. or Private) <i>(15 marks for each project)</i> <ul style="list-style-type: none"> As per the project details | 50 | |
| 2 | Demonstration of approach and methodology to be followed for the categories bid for i.e Enterprise Architecture Blueprinting and Implementation | 25 | |
| 3 | Relevant qualifications and experience of proposed resources to be deployed on the basis of category applied for <i>(5 marks for each resource details provided)</i> | 25 | |

Agencies securing > 70 marks as above will only be considered technically qualified for empanelment for one or more of the mentioned category.

{The Non Disclosure Agreement needs to be signed by a person duly authorized by the Agency. A copy of the authorization by the Agency (copy of Board resolution or Power of attorney) should be provided along with the Non-Disclosure Agreement}

Non-Disclosure Agreement

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, National e-Governance Division (hereinafter called the “NeGD”), on the one hand, and, on the other hand, [Name of the Agency] (hereinafter called the “Agency”) having its registered office at [Address]

WHEREAS

1. the “NeGD” has issued a notice via CPP portal inviting various agencies to empanel reputed consultancy organizations to accelerate not only the identification of new areas of use of ICT but to assist in all activities related to e-Governance projects of the NeGD under Digital India/e-Kranti (hereinafter called the “Projects”) including India Enterprise Architecture (IndEA);
2. the Agency, having represented to the “NeGD” that it is interested to bid for the proposed Projects,

The NeGD and the Agency agree as follows:

1. In connection with the “Projects”, the NeGD agrees to provide to the Agency a Detailed Information on the Project requirements that is considered confidential.
2. The Agency to whom this Information is disclosed shall:
 - a. hold such Information in confidence with the same degree of care with which the Agency protects its own confidential and proprietary information;
 - b. restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;
 - c. except for the purpose of executing the Project, not disclose such Information or knowingly allow anyone else to disclose such Information; and
 - d. On completion of the project and in case unsuccessful, promptly return to the NeGD, all Information in a tangible form or certify to the NeGD that it has destroyed such Information.
3. The Agency shall have no obligation to preserve the confidential or proprietary nature of any Information which:
 - a. was previously known to the Agency free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Agency’s written records prepared prior to such disclosure; or
 - b. is or becomes publicly known through no wrongful act of the Agency; or

- c. is independently developed by an employee, agent or contractor of the Agency not associated with the Project and who did not have any direct or indirect access to the Information.
- 4. The Agreement shall apply to all Information relating to the Project disclosed by the NeGD to the Agency under this Agreement.
- 5. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Agency, in any of the Information.
- 6. This Agreement shall benefit and be binding upon the NeGD and the Agency and their respective subsidiaries, affiliates, successors and assigns.
- 7. This Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Agency

For and on behalf of NeGD

_____(signature)_____

_____(signature)_____

(Name of the Authorized Signatory)

(Name of the Authorized Signatory)

Date

Date

Address

Address

Location

Location

Format for Performance Bank Guarantee

<Location, Date>

<Name>

<Designation>

<Address>

Whereas, <<name of the agency and address>> (hereinafter called "the applicant/agency") has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to NeGD (hereinafter called "the beneficiary")

And whereas it has been stipulated by the said contract that the applicant/agency shall furnish you with a bank guarantee by a recognized bank 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 banking company incorporated and 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 agency such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the agency, 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 agency to be in default under the contract 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 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 applicant/agency 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 applicant/agency 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 scheduled date of contract completion>>. Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).

- II. This bank guarantee shall be valid upto <<insert scheduled date of contract completion>>.
- 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 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.