

# **REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Empanelment of Agencies for Hiring of  
Manpower**

**RFP No: N-21/66/2021-NeGD**

**Dated: 3rd September 2021**

**National e-Governance Division (NeGD)**  
4<sup>th</sup> Floor, Electronics Niketan, 6 CGO Complex  
Lodhi Road, New Delhi-110003

# FACT SHEET

1	The method of selection is: QCBS (Weight of 70 for Technical and 30 for Financial)
2	Earnest Money Deposit (EMD)- Bidders need to submit "Bid Security Declaration"
3	Procurement is for Empanelment of Agencies for Hiring of Manpower
4	Language of Proposal: English
5	The Nodal Agency/Department/PRSG (Project Review Steering Group)/ Competent Authority will decide upon further increase or decrease of the Scope of Work subject to the terms & conditions of the agreement
6	Taxes: As applicable
7	Opening and presentations through Online mode (Video Conferencing): <b>Link will be published at the portal(s)</b>
8	Proposals will remain valid for at least for 180 days after the last date of submission of bid
9	Bidders must submit proposals as per formats specified in this RFP ( <b>Online Mode Only</b> ) at the specified portal only i.e. <b><a href="https://eprocure.gov.in">https://eprocure.gov.in</a></b>
10	Proposals must be submitted no later than the following date and time: 17:00 Hrs __ 2021
11	The tender document can be downloaded from <a href="https://negd.gov.in/">https://negd.gov.in/</a> ; <a href="https://www.digitalindia.gov.in/">https://www.digitalindia.gov.in/</a> ; <a href="https://www.meity.gov.in/">https://www.meity.gov.in/</a> ; <a href="http://www.dic.gov.in">www.dic.gov.in</a> ; <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>

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## 1 Purpose

The purpose of this RFP to solicit proposals to **Select and Empanel Agency(ies)** for hiring of manpower at NeGD/DIC.

- The selected Bidder(s) will be required to facilitate recruitment of contractual resources at NeGD/DIC under the Ministry of Electronics and Information Technology (MeitY).
- NeGD expressly stipulates that selection of Bidder(s) under this document is on the understanding that this RFP document contains only the principal provisions for the entire assignment and that any other services which may be required in connection with the successful implementation of the assignment shall be deemed to be a part of the assignment. The selected Bidder shall be required to undertake to perform all such tasks, render requisite services as may be required for the successful completion of the entire assignment at no additional cost to the NeGD/DIC.

## 2 Important Dates

Sr.	Particular	Details
1.	Issuance of RFP	<b>03.09.2021</b>
2.	Submission of pre-bid written queries (e-mail only) <a href="mailto:alok.goel@digitalindia.gov.in">alok.goel@digitalindia.gov.in</a>	1700 Hrs, <b>11.09.2021</b>
3.	Pre-Bid Conference (Online) – <b>The meeting link will be published at <a href="http://www.negd.gov.in">www.negd.gov.in</a></b>	<b>13.09.2021</b>
4.	Publication of pre-bid clarifications and issue of Corrigendum (if any) <b>To be published at <a href="http://www.negd.gov.in">www.negd.gov.in</a></b>	<b>16.09.2021</b>
5.	Last date and time for RFP Submission (Online mode only at CPP Portal.	1700 Hrs, <b>25.09.2021</b>
6.	Date and time for opening of Prequalification envelopes - <b>The meeting link will be published at <a href="http://www.negd.gov.in">www.negd.gov.in</a></b>	1030 Hrs, <b>27.09.2021</b>
7.	Date and time for opening of Technical bids (preferably online;	The meeting link will be shared with shortlisted Bidders
8.	Date and time for Technical Presentation (preferably online;	The meeting link will be shared with shortlisted Bidders
9.	Date and time for opening of Financial bids (preferably online)	The meeting link will be shared with the shortlisted Bidders for financial round

Note: In case of any holiday falling on any of the above dates, the next working day to the holiday will be the effective date for the particular.

### **3 About National e-Governance Division**

Digital India programme is a flagship programme of Government of India with a vision to transform India into a digitally empowered society and knowledge economy. The Digital India programme weaves together various government schemes, many of which cut across all the Central Ministries/ Departments. The programme is to be implemented by the entire government both Central, State/UT and coordinated by Ministry of Electronics and Information Technology (MeitY; [www.meity.gov.in](http://www.meity.gov.in)).

National e-Governance Division (NeGD) has been providing programme management, technology management, project appraisal, awareness & communication and capacity building support to MeitY for Digital India. NeGD was also assigned implementation of some innovative unique projects under Digital India. Digital India programme is monitored by an Apex Committee chaired by Cabinet Secretary. NeGD also served as Secretariat to Apex Committee and coordination of Digital India Implementation.

National e-Governance Division (NeGD) (website- [www.negd.gov.in](http://www.negd.gov.in)) is an autonomous business division of Digital India Corporation ([www.dic.gov.in](http://www.dic.gov.in)), under the Ministry of Electronics and Information Technology (MeitY), for supporting and assisting MeitY in Program Management of e-Governance and supporting Digital India (DI) Programme ([www.digitalindia.gov.in](http://www.digitalindia.gov.in)). Since inception, NeGD has been playing a pivotal role in supporting the Ministry of Electronics & Information Technology (MeitY; [www.meity.gov.in](http://www.meity.gov.in)) in Programme Management and implementation of e-Governance Projects and initiatives undertaken by Ministries/ Departments, both at the Central and State levels. The envisioned roles and responsibilities of NeGD are as follows:

- Providing strategic direction in terms of framing policies and implementation strategy for the Digital India Program in different domains of e-Governance
- Proactive support to Central/State Governments for Mission Mode Projects and other e-Governance projects
- Acting as a facilitator and catalyst for implementation of Digital India Program by various Ministries and State Governments
- Providing technical assistance to Central Ministries/State Line Departments in their e-Governance projects either directly or in collaboration with professional consultants
- Undertaking technical appraisal of e-Governance projects for examining issues like overall technology, architecture, framework standards, security policy, service delivery mechanism, sharing of common infrastructure, etc
- Developing generic / model Expression of Interest, Request for Proposal, Standard Contracts, PPP Models and other related documents for various stages and requirements of projects for use by the States
- Ensuring effective citizen engagement and communication with all stakeholders using offline and Social Media channels
- Impact assessment and e-Readiness measurement of e-Governance projects of all States / UTs
- Recruitment, deployment and HR management of specialised resources in the State e-Governance Mission Teams in all States and UTs

- Training and development initiatives, including- Development of competency frameworks, training guidelines, case studies, etc; Developing Online and Web based Training and set up Learning Management System; Knowledge management and sharing through workshops, development of case studies, sharing best practises and creation of knowledge repositories, etc

Some of the Major Divisions/Projects being managed by NeGD ([www.negd.gov.in](http://www.negd.gov.in))

- **UMANG (Unified Mobile Application for New-age Governance)** is a common, unified platform, aggregating major government services (of Center, States, local bodies), including important utility services, to facilitate single point access through mobile app anytime, anywhere.
- **Digilocker** is a flagship initiative of Ministry of Electronics & IT (MeitY) under Digital India programme. DigiLocker aims at 'Digital Empowerment' of citizens by providing access to authentic digital documents to citizen's digital document wallet.
- **Awareness and Communication** -An integral component of the Digital India Programme, Awareness and Communication ( A&C) division performs a crucial role of generating and raising awareness level of Digital India Programme by disseminating information, educating and communicating to citizens about services, initiatives, service delivery channels and projects that are being offered under the Digital India Programme.
- **Capacity Building** scheme under Digital India programme envisions building adequate and relevant capacities at all levels in the Government. The objective is to develop a holistic understanding on visualising, conceiving and delivering projects.
- **National Center of Geo-informatics** is a single source Geographic Information System (GIS) platform for sharing, collaboration, location-based analytics and decision support system, catering to Central and State Ministries/Departments/Agencies across the country.
- **Rapid Assessment System** is developed for online instant feedback for e-services (online as well as offline through counters) delivered by Government of India and State Governments.
- **Programme Management Information System (PMIS)** is one of the key initiatives under the Digital India initiative, is aimed at providing a web-based, centralised tool for monitoring and evaluation of the physical, financial and outcome parameters of the Mission Mode projects under e-Kranti framework of Digital India program and other such e-Governance projects.
- **OpenForge** is to promote sharing and reuse of e-governance application source code.
- **Learning Management System (LMS)** is a software application that automates the administration, tracking and reporting of training events'.
- **State Projects**

A snapshot of NeGD projects and programmes can be accessed [www.negd.gov.in](http://www.negd.gov.in) .

The National e-Governance Division (NeGD) provides critical programme management and technical support to MeitY in the implementation of National e-Governance Plan and Digital India. Similarly State e-Governance Mission Teams (SeMTs) support State IT departments.

NeGD functions with the mix of professionals from Private Sector (Open Market) and on deputation from Government Sector. Currently, NeGD has deployed more than 200 staffs for smooth functioning, management and implementation of the projects and office.

Different program groups of NeGD, program divisions of MeitY or other Government agencies engaged with e-governance programs time to time indicate NeGD, the areas and the level for which the requirements of resources arise. Accordingly the resources/individual consultants are hired on contractual basis from market.

The working areas of the NeGD are technology intensive and activity requiring high specialized skills, including both domain knowledge and technical skills. At the same time, technological advancements and the changing aspirations of services users/clients, new projects/assignments formulated etc and the deployment of resources are required to manage and implement the projects.

Overall, NeGD require skilled manpower to be recruited from the following skill-set areas:

**Generic ICT Skills:** Technical infrastructure, Software development, Database management, Network management, Testing & certification, Programme Management, Content management, Citizen engagement, Awareness & communication, Change management, Financial management, Human resources, Capacity building, Learning Management, and other Subject Matter Experts.

**High Demand/ Niche Skills:** Mobile application & Device management, Cloud Services(SaaS, IaaS, PaaS), Collaboration Technologies(Workflow), CRM, Virtualization, Security, ERP applications, Social Media, Big Data Analytics, Cyber Security, Cyber Forensics, User Experience Design(UXD), R&D, Remote Infrastructure Management, Green Data centers, Open Source, Solution Architect, Enterprise Application Integration(EAI), Modeling Skills, Open API platforms, Mobile Security Algorithms, Business(Government) Process re-engineering, Business(Government) Risk management, Innovation, Technology Audit, Quality Assurance management, Conformance review, Knowledge management, Continuity management, Mobile Banking/Wallet, Digital Signature & Digital identity.

For more details about the qualifications, experiences etc for the skilled resources please visit [Vacancy Section](#) at the NeGD website ([www.negd.gov.in](http://www.negd.gov.in)) and [Opening Section](#) at the DIC Website ([www.dic.gov.in](http://www.dic.gov.in)).

#### **4 Place of Deployment for Hired Resources**

The place of posting of hired resources will be National e-Governance Division (NeGD)/Digital India Corporation (DIC) at Ministry of Electronics and Information Technology, New Delhi. Based on the requirement of the Clients (e.g. Ministries, Departments etc), NeGD/DIC may deploy the resource to work at its client's location also. Based on the Covid-19 pandemic guidelines, NeGD resources are working from Office or Home or/and on roaster basis as required by the job requirements.

#### **5 Payroll Management of Hired Resources**

The payroll management including Provident Fund (PF) and insurances etc for the hired resource will be managed by NeGD/DIC.

#### **6 Recruitment and replacement/exit policy**

- If a Candidate selected through the CVs provided by the HR Agency/selected bidder quits, of his own accord, within ninety (90) days of joining, then the HR Agency/selected bidder will be liable to replace / arrange for substitute Candidates for new selection process for the post/position/vacancy by providing NeGD/DIC with the suitable CVs, free of cost. The free replacement shall be subject to intimation to HR Agency/selected bidder from NeGD/DIC within a period of seven (7) business days from the date of resignation of the previous selected Candidate.

- In the event NeGD does not require a replacement, it shall accordingly intimate the HR Agency/selected bidder in writing upon completion of 90 days. No financial transaction will be thus made in this regard.
- HR Agency/selected bidder believes in 'Responsible Placement' and will not offer placement opportunity to a Candidate recruited by NeGD/DIC (and still in employment) in pursuance of this Agreement for an indefinite period. The above restriction would not be applicable in cases where the Candidate's employment is affected by conditions of redundancy; closure; restructuring; change of management or such other circumstances and/or the potential candidate has voluntarily resigned from NeGD.
- If the selected Candidate's employment is terminated by NeGD/DIC, because the position is eliminated or because of insufficient work for the Candidate then the HR Agency/selected bidder shall not be responsible to replace the Candidate.
- The ultimate decision on recruitment of Candidate and of the completion of the recruitment process rests solely with NeGD/DIC, to be exercised at its discretion and/or in accordance with its policies and requirements, which is subject to amendment from time to time.
- In case of failure to meet the standards of the NeGD/DIC (which includes efficiency, cooperation, discipline and performance), HR Agency/selected bidder may be asked to replace the resource for replacement/exit.
- The replaced resource will be accepted by the NeGD/DIC only if he scores the same or more on the evaluation criteria as secured by the previous candidate (for which the replacement is required).

## 7 Scope of Work

The selected Bidder(s) will provide assistance in timely hiring of technical and managerial staff(s) to DIC/NeGD upon requisition with specific work profile (**Please refer Para 3 i.e. Generic ICT Skills & High Demand/Niche Skills**). Designations

of the resources would be e.g. Developer, System administrator, Database Manager and Designer; Assistant Manager, Manager, Senior Manager, Consultant, Senior Consultant/General Manager, Principal Consultant etc. The Bidder will be responsible for the following:

- Sourcing for relevant CVs through online applications as per the job description and the minimum requirements provided by the NeGD;
- Pre- screening the candidate's profile and submitting a short list for consideration by the NeGD;
- Organizing and participating in joint interviews with the NeGD;
- Conducting the background check (including handing references, clearances and professional background checks and criminal records etc) of the hired candidate(s).

## 8 Duration of the Contract

- The selected Bidder(s) will be empanelled initially for 24 months.
- Based on the performance and mutual agreement between the parties, the empanelment may be extended for further in a block of '12 months' without any additional cost implications.

## 9 Deliverables & Timeline for Hiring Manpower

Level	Deliverables	Timeline
I	Requisition for resource by NeGD	-
II	Broadcasting of Requirement	Within 3 working days from requisition
III	Submission of CVs	Within 15 working days from level II
IV	Screening of CVs (Best 15 against each position) including preliminary interviews	Within 7 working days from level III
V	Screening of CVs (Best 5) for interviews	Within 5 working days from level IV
VI	Background check report of the selected resource	Within 30 working days from the final selection after interviews of the top 5

## 10 Pre-Qualification Criteria

Sr	Item	Criteria	Documents to be submitted
i	Legal Entity	The Bidder should be legal entity registered in India as a firm/ company / LLP /sole proprietorship/ partnership/ not-for-profit society or trust and must be registered with the appropriate authority in India for at least past 5 years	Copy of Certificate of Registration/ Incorporation/ Memorandum of Association
ii	Tax registration	The Bidder must be registered under Income Tax, PAN, GST and/or any other statutory authority required for this purpose	Copy of PAN, GST or/and details of other statutory authority
iii	Financial Standing	The Bidder should have <b>average annual turnover</b> of minimum <b>Rs. 100 Crore</b> for the last three financial years (2018-19 & 2019-20 & 2020-21)	Copy of balance sheet with Certificate from Statutory Auditor citing the revenue/ turnover from Hiring of Manpower business or equivalent business for each financial years. <i>In case, the financial accounts of year 2020-21 are not audited, then bidder must declare that &amp; submit the provisional statements signed by Statutory Auditor.</i>  <b>[Please see the Certificate format at Form 5 in Annexure I)</b>

Sr	Item	Criteria	Documents to be submitted
iv	Project Experience	<p>Must have completed projects of similar nature of <b>Hiring of Manpower business/ assignments</b> in the last 3 financial years (2018-19 &amp; 2019-20 &amp; 2020-21)</p> <ul style="list-style-type: none"> <li>• At-least <b>ONE</b> project <b>providing 200 manpower</b> for a Client with the Turnover of Rs 500 Crore or more, <b>OR</b>,</li> <li>• At-least <b>TWO</b> projects <b>providing 100 or more manpower</b> each project for Client(s) with the Turnover of Rs 500 Crore or more, <b>OR</b>,</li> <li>• At-least <b>FOUR</b> projects <b>providing 50 or more manpower</b> each project for Client(s) with the Turnover of Rs 500 Crore or more</li> </ul> <p>In case of on-going projects, bidder must have achieved the milestone or completed first phase for hiring human resources</p> <p><b>IMPORTANT: 50 percent or more of Manpower recruitment should belong to Technical, Managerial &amp; Lead posts with qualification of Graduate or more</b></p>	<p>Copy of Work Order</p> <p style="text-align: center;"><b>AND,</b></p> <p><b>Indicating the number and type of resources recruited à</b></p> <p>Completion Certificates from the Client OR, Certificate of Completion (Certified by the Statutory Auditor) OR, Phase Completion Certificate from the Client</p> <p style="text-align: center;"><b>AND</b></p> <p>Annual Statement of the Client (<b>In case of Client is a Government Entity then No Annual Statement Required</b>)</p> <p><i>[Please see the Project Experience format at Annexure I)</i></p> <p><small>NOTE:</small> Any additional recruitment done within an extended Work Order will be treated as one project only and it will not to be accepted as different project. In this case, the Bidder has to provide Declaration/Certificate from Client OR, Submit a Certificate certified by Statutory Auditor/Company Secretary</p>
v	Government experience	<p>Must have completed projects of similar nature of <b>Hiring of Manpower business/ assignments</b> for any Government Client in the last 3 financial years (2018-19 &amp; 2019-20 &amp; 2020-21)</p>	<p>Copy of Work Order</p> <p style="text-align: center;"><b>AND,</b></p> <p><b>Indicating the number and type of resources recruited à</b></p> <p>Completion Certificates from the Client OR, Certificate of Completion (Certified by the Statutory Auditor) OR, Phase Completion Certificate from the Client</p>

Sr	Item	Criteria	Documents to be submitted
vi	Debarment	The bidder must not have been blacklisted/ debarred/ suspended/ banned by any Ministry/ Department of State or Central Governments/ PSUs in last 3 years.	Self- certified letter attested by the authorized signatory  <b><i>[Please see the Certificate format at Form 6 in Annexure I]</i></b>

### 10.1 Sub-Contracting

Not allowed

## 11 Instructions to the Bidders

### 11.1 General

- a. A Bidder must submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.
- b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by NeGD. NeGD may cancel this public procurement at any time prior to a formal written contract being executed.

### 11.2 Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements, appendices and other information in this RFP document 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.
- b. Failure to comply with the requirements of this RFP may render the proposals submitted by Bidders as non-compliant and the Proposals may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  - iii. Include all the supporting documentations specified in this RFP.

### 11.3 Pre-Bid Clarifications

#### 11.3.1 Bidders Queries

- a. The Bidders will have to ensure that their queries are submitted prior to the Pre-Bid meeting.
- b. It may kindly be noted that no bid-query will be received through phone call. All queries must be submitted in writing through e-mail only at the specified e-mail ID.
- c. All the queries should necessarily be submitted in the following format in Excel:

Sr.	RFP Document Reference(s)			Query by bidder
	Page No.	Section No.	Section Name	
1				
n.				

- d. Bidders must adhere to the above template while submitting their queries.

- e. Any requests for clarifications post the indicated date/time may not be entertained.
- f. Designated e-mail ID for submission of queries: email: **alok.goel@digitalindia.gov.in**

### **11.3.2 Clarification to Pre-Bid Queries/Issue of Corrigendum**

- a. Clarification to the queries received will be published at the advertisement platforms as per the timeline specified. However, NeGD makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NeGD undertake to answer all the queries that have been posed by the bidders.
- b. 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 RFP Document by a corrigendum.
- c. After the pre-bid conference/meeting, the Corrigendum (if any) & clarifications will be published at the advertisement platforms as per the timeline specified. No individual communication will be made to the queries.
- d. Any corrigendum(s) published/issued shall be deemed to be incorporated into this RFP.
- e. In order to give prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, NeGD may, at its discretion, extend the last date for the submission of Proposals.

### **11.4 Key Requirements of the Bid**

#### **11.4.1 Right to Terminate the Process**

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

#### **11.5 Publication/Announcement of RFP Document**

- a. RFP document will be published on the following websites:  
<https://negd.gov.in/> ; <https://www.digitalindia.gov.in/> ; <https://www.meity.gov.in/> ; <https://eprocure.gov.in> ; [www.dic.gov.in](http://www.dic.gov.in) and Digital India Social Media Handles

#### **11.6 Earnest Money Deposit (EMD) i.e. Bid Security**

- a. All the Bidders shall submit "**Bid Security Declaration**" as EMD -refer Format at **Form 3 in Annexure I**.
- b. Bids submitted without the "**Bid Security Declaration**", or any other format will be liable for rejection without providing any opportunity to the bidder concerned.
- c. **Bid Security Declaration** must remain valid for at least 180 days beyond the final bid validity period and the validity of the **Bid Security Declaration** should be extended in the event the last date of bid validity is extended.
- d. **Bid Security Declaration** of all unsuccessful bidders would go void from the final selection processes completed. The **Bid Security Declaration** of selected/empanelled bidder(s) would be void upon submission of Performance Bank Guarantee (PBG).

- e. The Bidder(s) may be penalized with suspension for participation in future for a period of up to one year, if:
- Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity or its extended period, if any.
  - In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
  - If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
  - If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words that would prevail over amount in figures.

### 11.7 Submission of Proposals

- a. A three staged bid system will be followed in addition to submission of EMD i.e. Bid Security Declaration for this RFP with QCBS system i.e. **Quality Cost-Based Selection**. The three bids to be submitted by bidders on CPPP are:

#### **A. PRE-QUALIFICATION BID (Form 1 to 6 at Annexure I) and,**

- Form 1: Checklist for Submission of Response to RFP
- Form 2: Declaration (on the letterhead)
- Form 3: Bid Security Declaration
- Form 4: Pre-qualification/Eligibility Details
- Form 5: Certificate for Average Annual Turnover
- Form 6: Declaration for Non-Debarment & non-blacklisting

#### **B. TECHNICAL BID (Form 7 to 8 at Annexure II) and**

- Form 7: Cover Letter of Proposal
- Form 8: Technical Proposal Details

#### **C. FINANCIAL BID (Form 9 to 10 at Annexure III)**

- Form 9: Covering Letter
  - Form 10: Financial Proposal
- b. Please note that prices/rate should not be indicated anywhere other than Financial Proposal. If found anywhere before opening of Financial Bid, their proposal shall be rejected.
- c. All the pages of the proposal 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 Bid.
- d. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting. Each of the pages must be signed by Authorized Signatory.

- e. The bids are to be submitted electronically on CPPP on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
- f. The bid response of the Bidder to be submitted and uploaded on CPP Portal against this RFP.
- g. This RFP process will be administered through the CPP portal. The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC) of the officer duly authorized to submit the bid. The bidders are required to enroll on the e-procurement module of the CPP portal. Enrolment on the CPP portal is free of charge. Detailed instructions, FAQ, call center number details are mentioned on CPPP (please visit- <https://eprocure.gov.in>) . For understanding, bidders are thus advised to go through such instructions (as published on CPPP) and take necessary assistance through the CPPP call center (if required) in order to properly submit their bids on time.
- h. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Proposals.
- i. The Proposal is to be submitted in four covers as mentioned below-

#	Bid covers	Bid submission
1.	EMD (i.e. Bid Security Declaration)	Scan copy to be uploaded on CPPP and original to be submitted to NeGD.
2.	Pre-qualification bid	To be uploaded on CPPP
3.	Technical bid	To be uploaded on CPPP
4.	Financial bid	To be uploaded on CPPP

- j. The contents of the bids should be as under-

#	Document Name	Contents
1.	EMD (i.e. Bid Security Declaration)	Scan copy of Bid Security Declaration (Original to be submitted in a sealed cover at NeGD office).
2.	Pre-qualification bid	Pre-Qualification/Eligibility Proposal as per <b>Section 10 and Forms specified in Annexure I.</b>
3.	Technical bid	Technical Proposal as per <b>Forms specified at Annexure II</b>
4.	Financial bid	Financial Proposal as per the required format i.e. <b>Forms specified at Annexure III</b>

- k. The response to pre-qualification bid, technical bid and Financial bid (as mentioned in the previous paragraph) should be placed in separate folders on the CPP as per the instructions.
- l. Please note that prices must not be indicated in the pre-qualification bid and technical bid and must only be indicated in the Financial bid. In case any bidder submits prices or any other Financial information in its pre-qualification and/or technical bid then the bids of such bidders will be summarily rejected by NeGD.
- m. The pre-qualification bid (**Forms at Annexure I**), technical bid (**Forms at Annexure II**) and Financial bid (**Forms at Annexure III**) should be complete documents and should be in separate single PDF documents. All the pages of the bid must be sequentially

numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFP document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of NeGD.

- n. Original **Bid Security Declaration** is required to be submitted manually at NeGD's office in a sealed cover and a scan copy of Bid Security Declaration needs to be uploaded on CPPP by the bidders. While submitting the original Bid Security Declaration, the Bid Security Declaration should be placed in a sealed cover and Bid Security Declaration envelope be **super scribed** as "EMD- Bid Security Declaration) FOR RFP No. <.....> DATED <....>"- along with bidders name mentioned on the cover. Original Bid Security Declaration must be submitted on or before the last date of submission at the following address-

**Director (HR),  
National e-Governance Division (NeGD)  
Electronics Niketan, MeitY, 6, CGO Complex, New Delhi  
Phone: +91-11-24303700**

- o. The Bidders are requested to go through the each Section and Annexure of the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
- p. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.
- q. Each document submitted by the bidder's proposals must be duly signed by the authorized.

#### **11.7.1 Authentication of Bids**

A letter of authorization shall be supported by a written power-of-attorney accompanying the bid.

#### **11.7.2 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 NeGD to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

NeGD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **11.8 Language**

The tender 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 interpretation of the tender, the English translation shall govern.

#### **11.9 Late Bids**

- a. All Bidders are required to submit their bids (complete in all respects) within the time and date as specifications given in the RFP. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail/manually etc. shall not be considered. NeGD shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subjects will be entertained. NeGD reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
- b. Given that the bid submission has to be made electronically on CPPP, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles. NeGD shall not entertain any bids which could not be submitted properly for whatsoever reasons.
- c. NeGD may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum (on CPPP). In such case all rights and obligations of NeGD and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### **11.10 Bid Evaluation**

- a. The submitted Bids will be opened as per timeline. An Officer authorized by NeGD, in the presence of such of those Bidders or their representatives who may be present at the time of opening. **Keeping in view the Covid restriction virtual meeting may be conducted for the purpose. If so, a meeting link will be posted at the Tender Section of NeGD Website ([www.negd.gov.in](http://www.negd.gov.in)).**
- b. There will be Four bid-opening events
  - a. Fee cover opening
  - b. Pre-Qualification Proposal opening
  - c. Technical Proposal opening
  - d. Financial Proposal opening
- c. NeGD will constitute an Evaluation Committee to evaluate the bids/proposals of the Bidders.
- d. The Tender Evaluation Committee constituted by the NeGD shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Any Bidder's inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- e. The decision of the Tender Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- f. The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- g. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- h. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

- i. The Technical Proposals of only those bidders will be opened who clear the Pre-qualification stage and the Financial proposals of only those bidders who qualify the technical evaluation shall be opened.
- j. NeGD will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the NeGD and shall not be included for further consideration.
- k. Initial proposal scrutiny will be held, and the proposals will be treated as non-responsive, if they are:
  - a. Not submitted in the format as specified in this RFP document;
  - b. Received without the Power of Attorney/Board Resolution;
  - c. Found with suppression of details;
  - d. Submitted with incomplete information;
  - e. Submitted without the documents required under this RFP;
  - f. Non-compliant to any of the clauses mentioned in this RFP;
  - g. Lesser validity period than that prescribed in this RFP;
  - h. If it is submitted with conditional and partial offers.

#### **11.11 Tender Validity**

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

#### **12 Evaluation Criteria**

- a. NeGD shall evaluate the responses of the bidders to this RFP and scrutinize the supporting documents/documentary evidence as per standard formats (Annexure I, II & III). Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection.
- b. The decision of NeGD in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with NeGD. NeGD may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or conformations on their proposals.
- c. During the Proposal Evaluation, NeGD reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. The Evaluation Committee (EC) constituted by the NeGD shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section of the RFP.
- d. NeGD reserves the right to check/ validate the authenticity of the information provided in the Pre- qualification, Technical Evaluation criteria and Financial Evaluation and the requisite support must be provided by the Bidder

#### **12.1 Evaluation based Pre-qualification**

First the Pre-Qualification Proposal Documents will be reviewed/evaluated and only those bidders who qualify the minimum requirements (**Refer Section 10-Prequalification**) specified in the RFP, will be eligible for technical evaluation. Technical

Proposal and Financial Proposal of Bidders who do not meet the Pre-Qualification criteria will not be opened. **All the supporting documents/documentary evidence must be attached as per specifications done in pre-qualification criteria i.e. Section 10 and Form 1 to Form 6 given in Annexure-I.**

## 12.2 Technical Evaluation Criteria

- a. The technical proposal (**Refer Forms 7 & Form 8 given at Annexure II**) of Bidders qualified from pre-qualification evaluation will be opened for technical evaluation. The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve at least **70 marks** in the technical evaluation would be eligible for the next stage, i.e. Financial Bid opening.
- b. Each of the Technical Bids shall be evaluated on a score of hundred (100) points. Evaluation Scores shall be assigned to each Bid on the basis of the Technical Proposal details and evidences submitted (**Refer Forms 7 & Form 8 given at Annexure II**).
- c. While the Bidder will be evaluated on the technical evaluation criteria mentioned below, **ALL THE DOCUMENTS/FORMS SPECIFIED IN THE RFP (TECHNICAL PROPOSAL FORMAT (Form 7 & Form 8 in ANNEXURE II) ARE ALSO REQUIRED TO BE MANDATORILY SUBMITTED)** and non-submission may lead to rejection of the Proposal. The Bidder's technical Proposal will be evaluated as per the evaluation criteria mentioned in the following table:

	Criteria	Max Score	Scoring method			
i	<b>Financial Standing</b> - Average turnover in the last three financial years Financial Year (2018-19 & 2019-20 & 2020-21)  <b>Refer:</b> Para 10- Pre-qualification criteria and <u>Form 5</u> in Annexure I.	15	Rs 100-150 Crore - <b>8 marks</b> Rs 151-200 Crore - <b>10 marks</b> Rs 201-250 Crore - <b>12 marks</b> Rs 251 Crore or more - <b>15 marks</b>			
ii	<b>Project Experience in the last three financial years</b> (2018-19 & 2019-20 & 2020-21)  <b>Refer:</b> Para 10- Pre-qualification criteria and <u>Form 4</u> in Annexure I.	40	<b>Number of Projects addition to minimum requirement (refer Para 10 – Pre-qualification Criteria)</b>	Projects with 50 or more hiring	Projects with 100 or more hiring	Projects with 150 or more hiring
			15 Marks for required minimum projects	15 Marks for required minimum projects	15 Marks for required minimum projects	15 Marks for required minimum projects
			Additional project	1 <sup>st</sup> 5 marks	10 marks	15 marks

	The scoring will be done as per marks indicated here for additional projects.		Additional project	2 <sup>nd</sup>	5 marks	10 marks	10 marks
			Additional project	3 <sup>rd</sup>	5 marks	5 marks	-
			Additional project	4 <sup>th</sup>	5 marks	-	-
			Additional project	5 <sup>th</sup>	5 marks	-	-
			<b>Sub Total</b>		<b>Max 40 marks</b>		
iii	<b>Project Experience with Government:</b> Assignments completed of similar nature of in the last 3 financial years (with Government department/ Ministry/ State Government/PSU (Financial Year 2018-19 & 2019-20 & 2020-21)  <b>Refer:</b> Para 10- Pre-qualification criteria and Form 4 in Annexure I.	15	1 Assignment- <b>5 marks</b> 2 Assignments– <b>10 marks</b> 3 or more Assignments– <b>15 marks</b>				
iv	<b>Technical Presentation:</b>	30	Based on presentation Parameters: Approach & Methodology; hiring plan with timelines; Risks and mitigation measure and unique solutions				
<b>Total</b>		<b>100</b>	<b>Each bidder will have to secure minimum of 70 marks for financial round</b>				

**Note:** If any of the criteria information is not deducible from the submitted documents, marks will not be award in those criteria, though Tender Evaluation Committee can ask for clarifications on their own discretion.

### 12.3 Evaluation of Financial Bid

- a. Bidders secured at least **70 Marks** in technical evaluation will be eligible to participate in financial bid opening process. The Financial Bids (**i.e. Form 10 in Annexure III**) of the technically qualified bidders will be opened on the prescribed date in the presence of representatives of bidders.
- In **Form 10** given at Annexure III, the Bidders are required to quote their One Time Fee rate of the Annual CTC of the resource to be hired. The components included in CTC for the purposes of this RFP are Basic and all Allowances as mentioned in the Letter of Contract to the Candidate. The same figure will be used for calculation purpose towards payment of fee upon successful hiring.
- b. After opening of financials bids of eligible bidders, the financial scoring will be done. As mentioned earlier the weightage of 70 for technical and weightage of 30 will be given to financial score under the evaluation.
- c. The lowest financial quoted rate will receive highest marks i.e. 100. Scoring to other higher quoted rate will be assigned using formula indicated below:
- Financial Score =
- d. After weighted scoring of both technical and financial bids, they will be combined together and ranked. Highest scorer will secure Rank 1, then Rank 2 and so on.
- e. The Bidder with Rank One based on QCBS system will be selected using weightage of 70:30 for Technical and Financial respectively.
- f. A illustration of calculation is as under:

A	B	C	D	E	F	G	H	I
Sr.	Name of the bidder	Technical Score secured	Weighted Technical Score (Col. C*0.70)	Actual Financial Rate/ Quote (in %)	Financial Score (Lowest Rate/ Quoted Rate)* 100	Financial Score Weighted (Col. F*0.30)	Total score (Col. D+ Col. G)	Rank
1							Highest score	1
2								
n.								

- g. If a Bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- h. Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India (<https://doe.gov.in/sites/default/files/Predatory%20pricing%20-%20Abnormally%20Low%20Bids.pdf>) and for predatory pricing and abnormally low bids evaluations. And, any conditional bid would be rejected.
- i. Errors & Rectification: If there is a discrepancy between Words and Figures, the **Figure indicated in Words will prevail**".

### 13 Appointment of Selected Bidder(s)

### 13.1 Award Criteria

- a. NeGD will award the Contract to the Best Value Bidder, finalized as per the financial bidding process mentioned above.
- b. The **Bidders secured Rank 2 and Rank 3 will also be eligible for providing their services provided they agree to provide services as per the rate quoted by Rank 1 Bidder.**
- c. Allocation of work i.e. hiring of candidate to the selected Bidders will be distributed equally amongst all the empanelled agencies. The differences in number of hiring will be adjusted in subsequent quarter.

### 13.2 Right to Accept/Reject Any or All Proposal(s)

NeGD 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 NeGD action.

### 13.3 Notification of Award

Prior to the expiration of the validity period, NeGD will notify the successful bidder in writing or through email, that its proposal has been accepted. The notification of award will constitute the formation of the contract. **Upon the successful bidders' furnishing of Performance Bank Guarantee (PBG) of Rs 2,00,000 (Rupees Two Lakhs Only).**

### 13.4 Contract Finalization and Award

- a. The NeGD shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Financial Evaluation to the proposed Project.
- b. After the NeGD notifies the successful bidder that its proposal has been accepted, NeGD shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder(s) between NeGD and the successful bidder(s).

### 13.5 Failure to agree with the Terms and Conditions of the RFP

Failure of the successful bidder(s) to agree with the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NeGD may award the contract to the next best value bidder or call for new proposals from the interested bidders at its own discretion

In such a case, the NeGD may penalize with the suspension for participation in future for a period of up to one year.

## 14 Service Level Agreements (SLA) and Penalty

	<b>Deliverable (s)</b>	<b>Service level agreement (SLA)</b>	<b>Penalty</b>
i.	Final Recruitment of resources	Within 45 days of communication of selection of candidate to the Agency	Rs. 200 for delay of each working day on each occasion
ii.	Submission	Within one month of hiring of a	Rs. 200 for delay of

	Background Report of selected	Verification of resources	candidate		each working day on each occasion
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- i. The SLAs shall be enforced by respective offices where manpower is hired under the contract.
- ii. The maximum SLA based penalties that can be levied under the contract shall be 10 per cent of the service charge claimed by the contracting Bidder(s) in the quarterly invoice.

## 15 Confidentiality

1. HR Agency/selected bidder shall keep confidential all the details and information with regard to the assignment, individual information of resources including documents, employee records, systems, facilities, operations, management and maintenance of the systems/facilities.
2. NeGD or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against HR Agency/selected bidder regarding any forbidden disclosure.
3. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - (a) Information already available in the public domain;
  - (b) Information which has been developed independently by HR Agency/selected bidder;
  - (c) Information which has been received from a third party who had the right to disclose the aforesaid information;
  - (d) Information which has been disclosed to the public pursuant to a court order.
4. Any handover of the confidential information needs to be maintained in a list, both by NeGD & HR Agency/selected bidder, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
5. Notwithstanding anything to the contrary mentioned hereinabove, HR Agency/selected bidder shall have the right to share the Letter of Intent / work order provided to it by NeGD in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

## 16 Compliance with the Law

1. HR Agency/selected bidder shall not discriminate against any candidate for recruitment because of race, religion, creed, color, sexual orientation, age, national origin, pregnancy, genetic information, marital status or the presence of any sensory, gender, mental or physical disability. HR Agency/selected bidder shall strictly adhere to equal opportunity laws in India.
2. The HR Agency/selected bidder shall comply with all its obligations under Data Protection Law which means any applicable law, regulation, ordinance, rule, judgment, decree, directive, voluntary code, or court order between a Government Authority and NeGD or HR Agency/selected bidder containing personal data protection or privacy requirements etc.

## 17 Forfeiture of Performance Bank Guarantee

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

- a. When the terms and conditions of contract is breached/infringed.
- b. When contract is being terminated due to non-performance of the Successful Bidder.
- c. If the Bidder found charging any fee from Applicants towards the recruitment process for the requirement by NeGD/DIC
- d. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Nodal Officer in this regard shall be final.

## 18 Terms of Payment

All the payments shall be in Indian Rupees (INR). The detailed payment terms are given below:

<b>Milestones</b>	<b>Release of payments</b>
Successful recruitment of a resource	50 percent of the total fee
Successful completion of 90 days by the resource recruited	50 percent of the total fee

- i. The contracting Bidder(s) shall submit the invoice(s) on pro-rata basis (i.e. on each successfully recruitment done) in triplicate duly certified by the officer.
- ii. After acceptance of the invoice along with the supporting documents, the invoice would be processed for release of payment within 30 working days after due verification of the invoice & other supporting documents.
- iii. The Tax Deduction at Source (TDS) shall be made as per the provisions of Income Tax/GST Acts and Rules, as amended from time to time and a certificate to this effect shall be provided to the HR Agency/selected bidder.
- iv. No Payment shall be made in advance to neither the HR Agency/selected bidder nor any loan from any bank or financial institution be recommended on the basis of work award.

## 19 Termination of the Contract

- i. NeGD, by written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for NeGD convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by NeGD.
- ii. If the Bidder fails to recruit resources for three times consecutively the Work Order/Contract will be cancelled.
- iii. If the bidder delays the recruitment process for more than 14 days at three occasions consecutively then the Work Order/Contract will be cancelled.
- iv. If Bidder found charging any fee from Bidders towards the recruitment process for the requirement by NeGD/DIC.

## **20 Dispute resolution**

- i. If a dispute arises in relation to the conduct of this Contract (Dispute), parties must comply with this clause before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute
- ii. During the 14 days after a notice is given (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a Arbitration Tribunal comprising of three arbitrators, wherein each party shall appoint one arbitrator, and the two such appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator to decide dispute between the Parties. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction at New Delhi, Delhi. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. Arbitration Proceedings shall be conducted in English. The Arbitration proceedings, its seat and venue will be held at the jurisdiction at New Delhi, Delhi. Any legal dispute will come under the sole and exclusive jurisdiction of courts at New Delhi, Delhi.

## **21 Force Majeure**

### **21.1 Definition**

- i. For the purposes of this Engagement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include:
  - a. any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
  - b. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Engagement, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

### **21.2 No Breach of Terms and Conditions**

- i. The failure of a Party to fulfil any of its obligations stated as Terms and Conditions shall not be considered to be a breach of, or default under, this Engagement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event
  - a. has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Engagement, and
  - b. has informed the other Party as soon as possible about the occurrence of such an event.

### **21.3 Measures to be taken**

- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the specified Terms and Conditions as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- iii. Any period within which a Party shall, pursuant to this Engagement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- iv. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the "Purchaser", shall either:
  - a. Demobilize; or
  - b. Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on pro-rata basis, under the terms and conditions of this Engagement.
- v. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Section 4.15– Settlement of Disputes.

## **ANNEXURE I- Pre-qualification Bid (Form 1-6)**

The bidders are expected to respond to the RFP using the forms given in this section for Financial Proposal.

**Form 1: Checklist for Submission of Response to RFP**

**Form 2: Declaration (on the letterhead)**

**Form 3: Bid Security Declaration**

**Form 4: Pre-qualification Details**

**Form 5: Certificate for Average Annual Turnover**

**Form 6: Declaration for Non-Debarment & non-blacklisting**

### Form 1: Checklist for Submission of Response to RFP

Below table summarizes the list of mandatory documents to be submitted mandatorily with Pre-qualification.

	Documents to be submitted	Yes/No	Ref. No.	Page
1	<b>EMD-Bid Security Declaration</b> (as per Form 3)	Yes/No		
2	Declaration (as per Form 2)	Yes/No		
3	Tender submitted in Three bid	Yes/No	-	
4	Details of the Bidder's Operations and Business (as per Form 4)			
5	Submitted documents in pre-qualification criteria			
	i. Copy of Certificate of Registration/ Incorporation	Yes/No		
	ii. Copy of PAN	Yes/No		
	iii. Copy of Tax Registration	Yes/No		
	iv. Certificate of average annual revenue/turnover (as per Form 5)	Yes/No		
	v. Self-certified letter attested by the authorized signatory for non-debarment (as per Form 6)	Yes/No		
6	Letter of authorization (supported by a written power-of-attorney)	Yes/No		
7	Bid signed and stamped by authorized signatory on all pages	Yes/No		
8	Project Experience details and documentary evidences (Refer Section 10 in the RFP and Form 4)	Yes/No		
9	Technical Proposal			
10	Financial Proposal			

**Note:** All documents including annexure must be properly marked, signed and sealed and placed in the above mentioned order. We have not masked any document in the proposal document.

SIGNATURE -Authorized Signatory

Date:

Full name and designation and, contact details

(Seal of organization)

**Form 2: Cover Letter & Declaration**

(on the letterhead)

<Location, Date>

To:

**Director (HR),**

National e-Governance Division (NeGD)

Electronics Niketan, Ministry of Electronics and Information Technology (MeitY), 6, CGO Complex, New Delhi

Phone :+91-11-24303700

**Subject:** Submission of the Technical bid for <provide name of the assignment>

Dear Sir/Madam,

The undersigned, offer to provide Services to the NeGD on <provide name of the assignment > with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial bid sealed in a separate envelope.

I 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.

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

I agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for at least for 180 days as stipulated in the RFP document.

I understand you are not bound to accept any Proposal you receive.

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 bidding process. I permit NeGD to inspect our records to ascertain the above facts. I permit NeGD to cross check the above facts from any other source.

I or my authorized representative, if required by NeGD, would make a presentation before the duly constituted Committee at my own cost.

I will abide by the decision of NeGD regarding selection.

I have read & understood the RFP and agree to all the terms & conditions stated therein.

SIGNATURE -Authorized Signatory

Date:

Full name and designation and, contact details with address

(Seal of organization)

### **Form 3: Bid Security Declaration**

To,

The Director (HR),  
National e-Governance Division,  
Electronics Niketan, 6 CGO Complex,  
Lodhi Road, New Delhi-110003

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFP Number for <<Name of the assignment>> (hereinafter called "the Bid") to NeGD (hereinafter called 'the Purchaser').

I/We, hereby, accept that I/We will not withdraw or modify our bid during the bid validity period (180 days from submission date). I/We understand that on violation of this declaration, I/We may be penalized with suspension for participation in future for a period of up to one year.

(Authorized Signatory/ies of the Bidding Agency)

Seal:

Date:

**Form 4: Pre-qualification Details**

Sr	Information Sought	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Legal status of the Bidder	Attached document as pr <i>Section 10- Pre-qualification</i> for documentary evidences required
4.	Year of Establishment	
5.	Details of registration with appropriate authorities (e.g. PAN, GST etc)	PAN GST  Attached document as pr <i>Section 10- Pre-qualification</i> for documentary evidences required
6.	Details of Contact Person: Name, Address, e-Mail, Phone nos. Fax nos., Mobile Number	
7.	Address of Head Office with contact details (Phone, Fax, e-mail etc.)	
8.	Number of Regional Offices (Other than Head Office)	NUMBER: .....
a.	Complete Address with contact details (Phone, Fax, e-mail etc.) of <b>each regional office</b>	
9.	Average Turnover for the last three financial years with documentary evidences & positive networth declaration	Average Turnover: Attached document as pr <i>Section 10- Pre-qualification</i> for documentary evidences required i.e. <b>Form 5</b>
	Turnover of 2018-19	Attached document as pr <i>Section 10- Pre-qualification</i> for documentary evidences required
	Turnover of 2019-20	Attached document as pr <i>Section 10- Pre-qualification</i> for documentary evidences required
	Turnover of 2020-21	Attached document as pr <i>Section 10- Pre-qualification</i> for documentary evidences

Sr	Information Sought	Details
		required
10.	Certificate for No debarment/non blacklisting	Attached document as per Section 10- Pre-qualification for documentary evidences required i.e. <b>Form 6</b>
11.	<b>Bidders experience</b> Provide list of the projects here and details about the project in format given below with specified documentary evidence as mentioned in the eligibility criteria section.	
	• <b>Project 1:</b> _____	
	• <b>Project 2:</b> _____	
	• <b>Project 3:</b> _____	

**Please provide the details about the Assignment/experience information as per format below with the documentary evidence as specified in Section 10 of the RFP i.e. Work Order AND, Indicating the number and type of resources recruited à Completion Certificates from the Client /Certificate of Completion (Certified by the Statutory Auditor) / Phase Completion Certificate from the Client AND, Annual Statement of the Client (In case of Client is a Government Entity then No Annual Statement Required)**

	Information Sought	Bidder's Response
1.	Name of Bidder entity	
2.	Assignment Name	
3.	Name of Client	
4.	Is the Client a Government Entity?	Yes/No
5.	If the client is not a government entity then, state whether Annual Turnover of the Client is at least 500 Crore or not?	Yes/No
6.	If the Annual Turnover of the Client is at least 500 Crore or more?	Please attached documentary evidence required as per Section 10 of the RFP.
7.	Client Contact Details (Contact Name, Address, Telephone Number)	
8.	Completion date (month/year)	
9.	No. of Professionals hired/placed under the Assignment	
10.	Percentage of hired resources in technical, managerial and lead posts	
11.	Narrative description of the project	
12.	Details of work that defines the scope relevant to the requirement	
13.	Documentary evidence as per Section 10	

SIGNATURE -Authorized Signatory

Date:

Full name and designation and, contact details with address

(Seal of organization)

**Form 5: Certificate for Average Annual Turnover**

(On Statutory Auditor's Letter Head)

We hereby certify that total average annual turnover of M/s \_\_\_\_\_ (name of the bidder) during the last three audited financial years is as given below:

Annual turnover in INR			Average Turnover	Annual
FY 2018-19	FY 2019-20	FY 2020-21		

(Signature of Statutory Auditor)

Name of Statutory Auditor:

Name of Statutory Auditor Firm:

Contact Details (Number and e-mail ID)

Seal

**Form 6: Declaration for Non-Debarment & non-blacklisting**

(On the letter head of the bidder)

We hereby certify that we, M/s \_\_\_\_\_ (name of the bidder), having registered office at \_\_\_\_\_ (address of the registered office) have not been debarred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking.

The certificate below is to be provided by the Bidder.

Yours Sincerely,

SIGNATURE -Authorized Signatory

Date:

Full name and designation and, contact details with address

(Seal of organization)

## **ANNEXURE II- Technical Bid Templates (Form 7-8)**

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria. The formats for these given in following sub-sections:

Form 7: Cover Letter of Proposal

Form 8: Technical Proposal Details

## Form 7: Cover Letter of Proposal

<Location, Date>

To:

**Director (HR),**

National e-Governance Division (NeGD)

Electronics Niketan, Ministry of Electronics and Information Technology (MeitY), 6, CGO Complex, New Delhi

Phone :+91-11-24303700

**Subject:** Submission of the Technical bid for <provide name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Services to the NeGD on <provide name of the assignment > with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial bid 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 Proposal is accepted, to initiate the 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 at least for 180 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

**SIGNATURE -Authorized Signatory**

**Date:**

**Full name and designation and, contact details with address**

(Seal of organization)

## Form 8: Technical Proposal Details

1. **Understanding of the Requirement** (Not More than 2 page)
2. **Approach and Methodology** (Not More than 3 page)
3. **Resource selection and recruitment plan with Timeline** (Not More than 2 page)
4. **Unique IT enabled assessment and sourcing solution** (Not more than 2 pages)
5. **Risks and Mitigation Measures** (Not more than 1 page)

6. **Bidders experience format**—Please attach required documentary evidence as mentioned in the RFP for each of the assignment i.e. Work Order **AND, Indicating the number and type of resources recruited** à Completion Certificates from the Client /Certificate of Completion (Certified by the Statutory Auditor) / Phase Completion Certificate from the Client **AND, Annual Statement of the Client (In case of Client is a Government Entity then No Annual Statement Required).** In addition please provide details as per format below

- **List of Projects**

Sr	Name of Project	No. of Hiring done	Client type
1			Government or Other than Government
2			Government or Other than Government
3			Government or Other than Government
4			Government or Other than Government
5			Government or Other than Government
6			Government or Other than Government
7			Government or Other than Government
8			Government or Other than Government

- **Format for providing projects details (Use same format separately for each project cited)**

	Information Sought	Bidder's Response
1.	Name of Bidder entity	
2.	Assignment Name	
3.	Name of Client	
4.	Is the Client a Government Entity?	Yes/No
5.	If the client is not a government entity then, state whether Annual Turnover of the Client is at least 500 Crore or not?	Yes/No
6.	If the Annual Turnover of the Client is at least 500 Crore or more?	Please attached documentary evidence required as per Section 10 of the RFP.
7.	Client Contact Details (Contact Name, Address, Telephone Number)	
8.	Completion date (month/year)	
9.	No. of Professionals hired/placed under the Assignment	
10.	Percentage of hired resources in technical, managerial and lead posts	
11.	Narrative description of the project	

12.	Details of work that defines the scope relevant to the requirement
13.	Documentary evidence as per Section 10

7. **Bidders experience format (Assignment with Government)** Please attach required documentary evidence as mentioned in the RFP for each of the assignment i.e. Work Order AND, Indicating the number and type of resources recruited à Completion Certificates from the Client /Certificate of Completion (Certified by the Statutory Auditor) / Phase Completion Certificate from the Client. In addition please provide details as per format below

- **List of Projects**

Sr	Name of Project	No. of Hiring done	Client type
1			Government
2			Government
3			Government

- **Format for providing projects details (Use same format separately for each project cited)**

	Information Sought	Bidder's Response
1.	Name of Bidder entity	
2.	Assignment Name	
3.	Name of Client	
4.	Is the Client a Government Entity?	Yes/No
5.	Client Contact Details (Contact Name, Address, Telephone Number)	
6.	Completion date (month/year)	
7.	No. of Professionals hired/placed under the Assignment	
8.	Percentage of hired resources in technical, managerial and lead posts	
9.	Narrative description of the project	
10.	Details of work that defines the scope relevant to the requirement	
11.	Documentary evidence as per Section 10	

***In addition to the technical bid documents, bidder will need to prepare a Technical Presentation covering all aspects. The focus of the presentation should be to showcase understanding of the requirements, approach and methodology proposed, technical evaluation criteria. The technical presentation is not to be submitted along with the technical bid, bidder's will be notified separately for technical presentation.***

### **ANNEXURE III-Financial Bid Templates (Form 9-10)**

The bidders are expected to respond to the RFP using the forms given in this section for Financial Proposal.

**Form 9: COVERING LETTER**

**Form 10: FINANCIAL PROPOSAL**

**Form 9: Covering Letter**

(on letter head)

<Location, Date>

To:

**Director (HR),**

National e-Governance Division (NeGD)

Electronics Niketan, Ministry of Electronics and Information Technology (MeitY), 6, CGO Complex, New Delhi

Phone :+91-11-24303700

**Subject:** Submission of the Financial bid for <provide name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the services for <name of the assignment> in accordance with your Request for Proposal No..... dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is exclusive of Taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., <<Date>>.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

SIGNATURE -Authorized Signatory

Date:

Full name and designation and, contact details with address

(Seal of organization)

**Form 10: Financial Proposal**

**Subject: Financial Bid for RFP No.....**

The bidders are required to specify their charges per employee recruited.

	<b>Please indicate Rate in Percentage (%) only</b>
<b>ONE TIME FEE i.e. Percentage of the first year's CTC*** of hired resource</b>	

*\*\*\*CTC will include Components of Basic and all Allowances.*

**NOTE: The above rate is exclusive of taxes.**

SIGNATURE -Authorized Signatory

Date:

Full name and designation and, contact details with address

(Seal of organization)

**ANNEXURE IV: Performance Bank Guarantee (Upon final selection)**

Ref Section 13.3 of this RFP

<Name>

<Designation>

<Address> <Phone Nos.> <email id>

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

And whereas it has been stipulated by in the said contract that the applicant/Bidder 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 supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to 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 applicant/Bidder 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/Bidder 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<<Insert Value>>(Rupees <<insert value 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.

..

## **ANNEXURE V-Procedure for Submission of Online Bids on GeM Portal**

### **Procedure for Submission of Online Bids on GeM Portal**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). 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>

#### **Registration**

- I. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- II. As part of the registration process, the bidders will be required to choose a unique username and assign a password for their accounts.
- III. 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.
- IV. Upon registration, 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 (e.g. nCode / eMudhra etc.), with their profile.
- V. 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 DSC's to others which may lead to misuse.
- VI. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **Searching for RFP documents**

- VII. There are various search options built in the CPP Portal, to facilitate bidders to search active RFPs by several parameters. These parameters could include RFP ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for RFPs, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a RFP published on the CPP Portal.
- VIII. Once the bidders have selected the RFPs they are interested in, they may download the required documents / RFP schedules. These RFPs can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the RFP document.
- IX. The bidder should make a note of the unique Tender ID assigned to each RFP, in case they want to obtain any clarification / help from the Helpdesk.

#### **Preparation of bids**

- X. Bidder should take into account any corrigendum published on the RFP document before submitting their bids.
- XI. Please go through the RFP document carefully to understand the documents required to be submitted as part of the bid. Please note the number of packets 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.
- XII. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the RFP document / schedule and generally, these can be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document but should be legible.
- XIII. 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 (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" 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**

- XIV. Bidder should log into the website well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues.
- XV. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the RFP document.
- XVI. Bidder should prepare the EMD i.e. Bid Security Declaration as per the instructions specified in the RFP document. The original should be posted/couriered/given in person to the concerned official and received by NeGD/DIC latest by the last date of bid submission or as specified in the RFP documents. The details of the Bid Security Declaration, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- XVII. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the RFP document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the Financial file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.
- XVIII. The server time (which is displayed on the bidder's 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.
- XIX. 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. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption

using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded RFP documents become readable only after the RFP opening by the authorized bid openers.

- XX. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), 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.
- XXI. 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**

- XXII. Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority for a RFP or the relevant contact person as mentioned in the RFP Document.
- XXIII. 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. The contact details are available at: <https://eprocure.gov.in/eprocure/app?page=FrontEndContactUs&service=page>

\*\*\*\*\***END OF DOCUMENT**\*\*\*\*\*