



Preparation of Model Requests for Proposals (RFPs), Toolkit and Guidance Notes for preparation of RFPs for E–Governance Projects

MODEL RFP TEMPLATES **SELECTION OF CONSULTING AGENCIES**



December, 2011

This document is advisory in nature and aim to sensitize the bid management teams on good practices and harmonize/standardize the RFP clauses and terms & conditions.

All the deliverables of the assignment “Preparation of Model Requests for Proposals (RFPs), Toolkit and Guidance Notes for preparation of RFPs for E–Governance Projects” are based on existing Central Government Guidelines, feedback from stakeholders and prevalent international practices. However it is possible that the State Government / Nodal Agencies may have their own specific procurement Guidelines which may or may not be consistent with the clauses of the RFP, Guidance notes or Contract Agreement.

It may be noted that these documents do not substitute or overrule any approvals currently required by the concerned Department/State Government Nodal Agency for finalization of the RFP. Accordingly it is advised that all necessary approvals are taken from appropriate authorities, as done before publishing of these model documents.

.....

It may be noted that the (Draft) Public Procurement Bill (2011) has been published by the Government of India for consultations and this may be revised on the basis of the suggestions received. The Bill contains broad principles and will be supplemented by rules. It is expected that the final version of this Bill (and rules) will cover some of the contents of this documents. Users of this document are advised to refer and ensure compliance to the Act, as and when it is brought into force.

Glossary

1	BOO	Build Own Operate
2	BOOT	Build Own Operate Transfer
3	CVC	Central Vigilance Commission
4	DFID	Department for International Development
5	DIT	Department of Information Technology, Government of India
6	EMD	Earnest Money Deposit
7	EOI	Expression of Interest
8	GFR	General Financial Rules
9	GoI	Government of India
10	ICT	Information and Communication Technology
11	LROT	Lease Renovate Operate and Transfer (model under PPP)
12	MMP	Mission Mode Project
13	NeGP	National e-Governance Plan
14	NICSI	National Informatics Centre Services Inc.
15	O&M	Operations and Maintenance
16	OP	Outright purchase
17	OPE	Out-of-pocket expenses
18	PBG	Performance bank Guarantee
19	PPP	Public Private Partnerships
19	RFE	Request for Empanelment
20	RFP	Request for Proposal
21	SOW	Scope of Work
22	T&M	Time and Material

Terms and Legends used in this document

Symbol / Terms	Meaning
< >	Text to be inserted by the user of the template
[]	Tips provided to the user of the template. These are to be deleted by the user from the final document being created
<< >>	Text to be filled in by the bidder in response to the EOI/RFP published on the basis of these templates. This are not to be inputted / tinkered by the user
Nodal Agency	<p>The nodal agency which is responsible for executing the project and assists the Government Department /ministry in carrying out the tendering.</p> <p>In case the Government department itself decides to carry out the tendering and execute the project, then the term “Nodal Agency” should be replaced by the Department.</p>
Department	The Department is the ultimate “owner” of the project. The e-Governance is carried out within the domain of the department.
(Optional)	Certain clauses are optional to be put in the document and would depend on certain conditions. These may be included in the RFP, post establishing the relevance of the clause.

Key Highlights / Changes introduced

1 Eligibility and Technical Evaluation	– Rationalized the criterions in the Eligibility / Prequalification and the Technical evaluation (eliminated restrictive criterions)
2 Frivolously Low bids	– Rejection of financial bids which are outliers
3 Promote Transparency of Information	– Introduced RFP Information Standards for the Scope of Work defined in the RFP for SI – Sharing of Project Budget information in the RFP
4 Standardization / Clarity	– New threshold values for using various procurement methods
5 Focus on Outcomes	– Payment Schedule linked to the outcomes – Introduction of “Success Fee”
6 Updated some of the Key Clauses	– Updated mechanism for Dispute resolution – Segregation of “input/capacity augmentation RFPs” and “Output/Deliverables based RFPs” – Centralization & Institutionalization of the Blacklisting process – Clarified/detailed the Conflict of interest

Key Reference Documents	
1.	World Bank Procurement Guidelines – Selection and Employment of Consultants by World Bank Borrowers
2.	Request For Proposal for Selection of Consulting Agency Solution Approach for Integrated Financial & HRMS, Department of Finance, Government of Haryana
3.	Public Procurement of Ireland, Model RFT
4.	SSDG Request for Empanelment (May 2009), DIT, Government of India
5.	Model RFP – Financial & Technical Consultants, Planning Commission, Govt. of India
6.	New Zealand Public Procurement Guidelines from Ministry of Economic Development and the Office of Auditor General
7.	Commonwealth Procurement Guidelines (2008) Australia
8.	General Financial Rules (2005), Government of India
9.	Central Public Work Department (CPWD) Manual (Vol. 2), Government of India
10.	European Union (EU) Procurement Guidelines (2004), National Public Procurement Policy Unit (NPPPU), Department of Finance
11.	NASSCOM E-Governance Report, 2010

Table of Contents

MODEL DOCUMENTS FOR PROCUREMENT OF CONSULTING SERVICES.....	12
1 Model EOI Document.....	12
1.1 Advertisement for Expression of Interest.....	12
1.2 Invitation for Expression of Interest	12
1.3 Introduction to the Project	12
1.4 Broad Scope of Work	12
1.5 Instructions to the Bidders.....	13
1.6 Pre-Qualification criteria.....	17
Appendix I: Bid Submission forms	21
2 Model RFP Document for Consulting Assignment (Deliverable Based).....	28
2.1 Fact Sheet.....	28
2.2 Background Information	30
2.3 Instructions to the Bidders.....	31
2.4 Criteria for Evaluation	39
2.5 Appointment of Consultant	45
2.6 Fraud and Corrupt Practices	47
2.7 Conflict of Interest	48
2.8 Scope of Work.....	50
2.9 Deliverables & Timelines.....	50
2.10 Payment Schedule.....	52
2.11 Support to be provided by <Nodal Agency>	52
2.12 Change Request	53
2.13 Downstream work.....	53
Appendix I: Pre-Qualification & Technical Bid Templates	54
Appendix II : Commercial Proposal Templates	68
Appendix III: Performance Bank Guarantee	73
Templates.....	75
3 Model RFP Document for Capacity Augmentation	78

3.1	Fact Sheet.....	78
3.2	Background Information.....	80
3.3	Instructions to the Bidders.....	81
3.4	Criteria for Evaluation.....	88
3.5	Appointment of Consultant.....	96
3.6	Fraud and Corrupt Practices.....	98
3.7	Conflict of Interest.....	99
3.8	Scope of Work.....	101
3.9	Penalty.....	102
3.10	Leave Policy.....	103
3.11	Forfeiture of Performance Bank Guarantee.....	103
3.12	Terms of Payment.....	104
3.13	Support to be provided by <Nodal Agency>.....	104
3.14	Downstream work.....	104
	Appendix I: Pre-Qualification & Technical Bid Templates.....	105
	Appendix II : Commercial Proposal Templates.....	115
	Appendix III: Performance Bank Guarantee.....	119
	Templates.....	121
4	Model RFP Document Request for Empanelment.....	124
4.1	Various Types of Empanelment Processes.....	124
4.2	Specific Clauses for Rate Empanelment RFP.....	125
4.3	Specific Clauses for Fixed Price Empanelment for a Program/Scheme.....	126

This page has been intentionally left blank.

Structure of Template of EOI Document

When do we need EOI

An **Expression of Interest (EOI)**, (also called Request for Information) is the channel for short listing bidders for a particular consulting assignment in a 2 stage tendering process. The shortlisted bidders in the EOI process (first stage) compete through Technical and Financial bids (second stage).

The objective of issuance of EOI document is to shortlist a potential list of consulting Agencies / bidders who have the basic competency and capacity to provide the required e-Governance advisory support to the Government. Also, through this EOI, the Government / Nodal Agency can explore the market to understand the capability / interest level of the competent bidders to execute the assignment

It may be noted that for all consultancy contracts exceeding estimated cost of Rs. 25 Lakhs¹ (proposed to be increased to 50 Rs. lakhs), an Invitation to Expression of Interest should be made and bidders shortlisted as per the process outlined in this document.

What are the typical contents of an EOI

The following needs to be provided in a typical Request for EOI document.

S. No.	Document Structure	Desirability	Reference	
1	Invitation for Expression of Interest	Mandatory	[Refer Section 1.2]	
2	Introduction to Projects	Mandatory	[Refer Section 1.3]	
3	Broad Scope of work	Mandatory	[Refer Section 1.4]	
4	Instruction to Bidders	Mandatory	[Refer Section 1.5]	
5	Pre-Qualification Criteria	Minimum Criteria	Mandatory	[Refer Section 1.6]
6		* Additional Criteria	Optional	[Refer Section 1.6]
7	Bid Submission Forms	Mandatory	[Refer Appendix I]	
8	Compliance Sheet for Pre-Qualification	Recommended	[Refer Appendix I Form 3]	
9	Templates	NA	[Refer Appendix II]	

¹ Please refer, Manual of Policies and Procedure of Employment of Consultants, Aug (2006)

<Name of the proposed Consulting Engagement>

<File reference No.>

1.0

[Template Document for Expression of Interest for Consulting Engagement]

S. No.	Particular	Details
1.	Start date of issuance / sale of EOI document	< Date >
2.	Last date for Submission of Queries	< Date >
3.	Pre-Bid Conference	< Date >
4.	Issue of Corrigendum	< Date >
5.	Last date for issuance / sale of EOI Document	< Date >
6.	Last date and time for EOI Submission	< Date >

MODEL DOCUMENTS FOR PROCUREMENT OF CONSULTING SERVICES

1 Model EOI Document

1.1 Advertisement for Expression of Interest

[Put a copy of the advertisement here. For all consultancy assignments with estimated value exceeding Rs. 25 Lakhs² (except in cases of nomination or where direct negotiation is carried out), an advertisement called “invitation for Expression of Interest” (EOI) shall be released. Please refer Section 1.3.2 of Guidance Notes on publishing EOI for the Consulting Services. Also refer Section 3 : Template A of Guidance Note for a template of the advertisement for Request for EOIs].

1.2 Invitation for Expression of Interest

The <Nodal Agency> invites EOIs from reputed Consulting Agencies (hereafter referred as ‘Agencies’) to execute the e-Governance Project called <Name of the project> initiated by the <Nodal Agency>.

The project information and the broad scope of work is detailed below in section 1.3 & 1.4. It may be noted that this information is indicative only. The actual Scope of work will be available in the Request for Proposal (RFP) document which will be issued shortly, to the eligible/short-listed bidder selected through this EOI.

[Please refer Section 1.3.2 of Guidance Notes for Consulting Services]

1.3 Introduction to the Project

[The Introduction of the project should provide the needs & objectives of the Project. Please refer Section 1.3.3 of Guidance Notes for Consulting Services for providing necessary information under this section]

1.4 Broad Scope of Work

[Please refer Section 1.3.5 of Guidance Notes for Consulting Services]

² Proposed to increase to Rs. 50 lakhs

1.5 Instructions to the Bidders

[Please refer Section 1.3.4 of Guidance Notes for Consulting Services]

1.5.1 Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements and other information in the EOI documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications.
- b. The response to this EOI should be full and complete in all respects. Failure to furnish all information required by the EOI documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.

1.5.2 EOI Proposal Preparation Costs & related issues

- a. The bidder is responsible for all costs incurred in connection with participation in this 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 <Nodal Agency> to facilitate the evaluation process.
- b. <Nodal Agency> will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- c. This EOI does not commit <Nodal Agency> to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this EOI.
- d. All materials submitted by the bidder will become the property of <Nodal Agency> and may be returned completely at its sole discretion.

1.5.3 Pre-Bid Meeting

- a. <Nodal Agency> shall hold a pre-bid meeting with the prospective bidders on <Date & time> at <Address of the Venue>
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to

<Name, Address, Fax and email id of the Nodal Officer>

by post, facsimile or email on or before

<Date & time>

- c. All queries to be raised in the pre-bid meeting will relate to the EOI alone and no queries related to detailed analysis of Scope of work, payment terms and mode of selection will be entertained. These issues will be amply clarified at the RFP stage.

1.5.4 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the <Nodal Agency> will endeavor to provide timely response to all queries. However, <Nodal Agency> makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does <Nodal Agency> 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, <Nodal Agency> may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the EOI Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the <website address> and emailed to all participants of the pre-bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this EOI.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, < Nodal Agency> may, at its discretion, extend the last date for the receipt of EOI Proposals.

1.5.5 Right to Terminate the Process

- a. <Nodal Agency> may terminate the EOI process at any time and without assigning any reason. <Nodal Agency> makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This EOI does not constitute an offer by <Nodal Agency>. The bidder's participation in this process may result in short listing the bidders.

1.5.6 Submission of Responses

- a. The bids shall be submitted in a single sealed envelope and superscripted <“Name of the Assignment”> and <File reference No.>. This envelope should contain two hard copies of EOI proposal marked as “First Copy” and “Second Copy” and one soft copy in the form of a non-rewriteable CD. CD media must be duly signed using a Permanent pen Marker and should bear the name of the bidder.
 - i. Bids shall consist of supporting proofs and documents as defined in the Pre-qualification section
 - ii. Bidder shall submit all the required documents as mentioned in the annexure including various templates (Form 1 to Form 3). It should be ensured that various formats mentioned in this Eoi should be adhered to and no changes in the format should be done .
- b. Envelope should indicate clearly the name, address, telephone number, Email ID and fax number of the bidder
- c. Each copy of the EOI should be a complete document and should be bound as a volume. The document should be page numbered, must contain the list of contents with page numbers and shall be initialed by the Authorized Representative of the bidder.
- d. Different copies must be bound separately.
- e. Bidder must ensure that the information furnished by him / her in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by the <Nodal Agency> in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.
- f. Eoi document submitted by the bidder should be concise and contain only relevant information as required.

1.5.7 Bid Submission Format

The entire proposal shall be strictly as per the format specified in this Invitation for Expression of Interest and any deviation may result in the rejection of the EOI proposal.

1.5.8 Venue and Deadline for Submission

- a. Proposals must be received at the address specified below latest by:
< Date & time >
<Address>

- b. Any proposal received by the <Nodal Agency> after the above deadline shall be rejected and returned unopened to the Bidder.
- c. The bids submitted by telex/telegram/fax/e-mail³ etc. shall not be considered. No correspondence will be entertained on this matter.
- d. <Nodal Agency> shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.
- e. <Nodal Agency> reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

1.5.9 Short listing Criteria

- a. <Nodal Agency> will shortlist bidders who meet the Pre-Qualification criteria mentioned in this Invitation to Expression of interest.
- b. Any attempt by a Bidder to influence the bid evaluation process may result in the rejection of its EOI Proposal.

1.5.10 Evaluation Process

- a. <Nodal Agency> will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- b. The Proposal Evaluation Committee constituted by the <Nodal Agency> shall evaluate the responses to the EOI and all supporting documents & documentary evidence. Inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the EOI Proposal.
- c. Each of the responses shall be evaluated to validate compliance of the bidders according to the Pre-Qualification criteria, Forms and the supporting documents specified in this document.
- d. The decision of the Proposal Evaluation Committee in the evaluation of responses to the Expression of Interest shall be final. No correspondence will be entertained outside the evaluation process of the Committee.
- e. The Proposal Evaluation Committee may ask for presentation / meetings with the bidders to evaluate its suitability for the Consulting assignment
- f. The Proposal Evaluation Committee reserves the right to reject any or all proposals

³ It is strongly suggested that the Nodal Agency should consider using e-tendering platform for submission of EOI bids. In such a case, section needs modified accordingly.

1.5.11 Consortiums

[The Nodal agency should evaluate whether to allow the consortiums. The Nodal Agency should consider the value add which a consortium can bring in, which a sub-contractor cannot bring in and accordingly mention it in this section.

While evaluating, It should consider the benefit of having single point of ownership versus a direct control on the implementation agency responsible for the scope of work. Please refer Section 1.4.8 of Guidance Notes for Consulting Services for guidance on allowing Consortiums]

1.6 Pre-Qualification criteria

[Please refer Section 1.4 of Guidance Notes for Consulting Services for guidance on the Eligibility Criterion before finalization of each different criterion]

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Sales Turnover in Consulting (or IT Consulting, depending on the nature of work)	<p>Annual Sales Turnover generated from services related to Consulting (or IT Consulting) during each of the last three financial years (as per the last published Balance sheets), should be at least Rs. <value>.</p> <p>This turnover should be on account of Consulting (or IT consulting) only and should not comprise of sales revenues related to supply of hardware/IT infrastructure, software development and their associated maintenance services, implementation of packaged software etc.</p> <p><i>[Please refer Section 1.4.1 of Guidance Notes for Consulting Services for guidance on the PQ requirements of Sales Turnover in IT Consulting]</i></p>	<p>Extracts from the audited Balance sheet and Profit & Loss; OR</p> <p>Certificate from the statutory auditor</p>
2	Technical Capability	<p>Consultant must have successfully completed at least the following numbers of consulting engagement of value specified herein :</p> <p><i>One project of similar nature not less than the amount <value equal to 80% of estimated cost>; OR</i></p> <p><i>Two projects of similar nature not less than the amount equal <value equal to 60% of estimated cost>; OR</i></p> <p><i>Three projects of similar nature not less than the</i></p>	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p> <p>Work Order + Phase Completion Certificate from the client</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p><i>amount equal <value equal to 40% of estimated cost></i></p> <p><i><Provide the definition of “similar nature” to bring in the relevance factor required for this project> .</i></p> <p><i>[Please refer Section 1.4.2 of Guidance Notes for Consulting Services for guidance on the PQ requirements of Technical Capability]</i></p>	
3	Certifications	<i>[Please refer Section 1.4.5 of Guidance Notes for Consulting Services for guidance on the PQ requirements of certifications]</i>	Copy of the Certification
4	Consortiums	<i>[Please refer Section 1.4.8 of Guidance Notes for Consulting Services for guidance on allowing Consortiums]</i>	
Optional			
5	Legal Entity	<p>Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008</p> <p>Registered with the Service Tax Authorities</p> <p>Should have been operating for the last three years.</p> <p><i>[Please refer Section 1.4.7 of Guidance Notes for Consulting Services for guidance on the PQ requirements on Registered Legal entity]</i></p>	<p>Copy of Certificate of Incorporation; and</p> <p>Copy of Service Tax Registration Certificate</p>
6	Manpower Strength	<i>[Please refer Section 1.4.4 of Guidance Notes for Consulting Services for guidance on the PQ requirements on Manpower Strengths]</i>	Self Certification by the authorized signatory
7	Blacklisting	<p><i>[Please refer Section 1.4.6 of Guidance Notes for Consulting Services for guidance on the PQ requirements on Blacklisting]</i></p> <p><i>[Optional, till the blacklisting process has been institutionalized by DIT, GoI]</i></p>	A self certified letter

Additional Pre-Qualification Criterion

*[The endeavor of the EOI is to have serious bidders, who can help the Nodal agencies in conceptualization of scope of work & other areas of the RFP for procurement of consulting services. However in **case it is expected that more than 8 bidders would be able to qualify the basic eligibility criterion, the additional requirement may be added to restrict this list to the best 8 contenders. The additional clauses may be added ONLY when more than 8 bidders are expected to bid.***

This exercise should result at least 8 shortlisted bidders. In case there are only 8 or less bids, these requirements may be relaxed]

Basic Requirement	Specific Requirement	Marks Allocated	Evaluation Criteria
Understanding of bidders	Suggested Scope of Work and Approach & Methodology (A&M)	20	Minimum of 15 marks based on Qualitative Assessment of suggested Scope of work, based on 1) Relevance to the envisaged project 2) Comprehensiveness
	Bidder's Experience in "Similar" Projects (for which Work Order / Completion Certificates are being provided)	60	Minimum of 45 marks based on Qualitative Assessment on 1) Learning on Issues 2) Challenges 3) Solution proposed 4) Client Recommendations
	Bidder's Competence	20	Minimum of 15 marks based on Qualitative Assessment on 1) Previous work 2) Research Work/Centers of Excellence 3) Patents 4) Assets in the given project's domain

Other Documents and Certificates

1. Power of Attorney in the name of the Authorized Signatory

[Please refer Section 1.4.3 of Guidance Notes for Consulting Services for guidance on Power of Attorney]

This page has been intentionally left blank.

Appendix I: Bid Submission forms

The bidders are expected to respond to the EOI using the forms given in this section and all documents supporting Pre-Qualification / EOI Criteria.

Proposal / Pre-Qualification Bid shall comprise of following forms :

Form 1: Covering Letter with Correspondence Details

Form 2: Details of the Applicant's Operations and Consulting Business

Form 3: Compliance Sheet for Pre-Qualification Criteria

Form 1: Covering Letter on Letterhead of the Bidder with Correspondence Details

<Location, Date>

<Name of the Nodal Officer>

<Address of the Nodal Agency>

Dear Sir,

We, the undersigned, offer to provide the consulting services for <Name of the Assignment>. Our correspondence details with regard to this EoI are:

No.	Information	Details
1	Name of the Contact Person	<Insert Name of Contact>
2	Address of the Contact Person	<Insert Address>
3	Name, designation and contact, address of the person to whom, all references shall be made, regarding this EOI.	<Insert details of Contact>
4	Telephone number of the Contact Person.	<Insert Phone No.>
5	Mobile number of the Contact Person	<Insert Mobile No.>
6	Fax number of the Contact Person	<Insert Fax No.>
7	Email ID of the Contact Person	<Insert Email.>
8	Corporate website URL.	<Insert Website URL.>

We are hereby submitting our Expression of Interest in both printed format (2 copies) and as a soft copy in a CD. We understand you are not bound to accept any Proposal you receive.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favours our company in the short listing process, we are liable to be dismissed from the EOI selection process or termination of the contract during the project.

We agree to abide by the conditions set forth in this EOI.

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

Sincerely,

<Applicant's Name with seal>

Name: <<Insert Name of Contact>>

Title: <<Insert Name of Contact>>

Signature: <<Insert Signature>>

Form 2: Details of the Applicant's Operations and Consulting Business

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Compliance Sheet for Pre-Qualification Criteria

	Basic Requirement	Documents Required	Provided	Reference & Page Number
1	Sales Turnover in Consulting (or IT Consulting)	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
2	Technical Capability	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client	Yes / No	
3	Certifications	Copy of the Certification	Yes / No	
4	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
	Optional			
4	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate	Yes / No	
5	Manpower Strength	Self Certification by the authorized signatory	Yes / No	
6	Blacklisting	A self certified letter <i>[Optional, till the blacklisting process has been institutionalized by DIT, Go]</i>	Yes / No	

[In case additional PQ criteria are required (as mentioned in section 1.6, then please add them to this list)]

This page has been intentionally left blank.

Structure of RFP Document (Deliverable based Assignment)

When do we need this RFP?

An RFP is used for procurement under the following typical circumstances:

- Scope of work and deliverables are standard, reasonably well known and/or can be clearly specified
- Typically involves time bound delivery
- Budget is known, approved OR availability of budget is assured
- Need to procure the most economical tender, through open competitive bidding - generate competition by ensuring at least with 3 to 5 bidders
- If all the above is applicable and estimated value of the assignment is less than Rs. 25 lakhs (proposed to be increased to Rs. 50 lakhs) then the Nodal Agency can directly release this RFP instead of releasing the EOI and then RFP. This RFP may consist of Technical evaluation criteria and/or Pre qualification criteria with financial details.

How do you use it?

This model RFP has been prepared for Nodal Agency/ Nodal Officer to engage consultants for providing consulting services in the area of Information Technology for the conditions mentioned above. This model RFP should be used as a template for creation of RFP. The user of this template should refer to the guidance notes wherever referred in this document.

A template of legal agreement has been provided separately in Annexure I.

What are typical contents of this RFP?

S .No.	Document Structure	Desirability	Reference
1.	Fact Sheet	Mandatory	[Refer Section 2.1]
2.	Background Information	Mandatory	[Refer Section 2.2]
3.	Instruction to Bidders	Mandatory	[Refer Section 2.3]
4.	Pre- Qualification	Mandatory	[Refer Section 2.4.1]
5.	Criteria for Technical Evaluation	Mandatory	[Refer Section 2.4.2]
6.	Scope of Work	Mandatory	[Refer Section 2.8]
7.	Deliverables & Timelines	Mandatory	[Refer Section 2.9]
8.	Payment Schedule	Mandatory	[Refer Section 2.10]
9.	Commercial Bid Format	Mandatory	[Refer Appendix 2]
10.	Checklist for Submission	Recommended	[Refer Appendix 1, Form 1 & 3]

<Name of the proposed Consulting Engagement>

<File reference No.>

2.0

[Template Document for Request for Proposal for Consulting Engagement (Deliverable based)]

S. No.	Particular	Details
1.	Start date of issuance / sale of RFP document	< Date >
2.	Last date for Submission of Queries	< Date >
3.	Pre-Bid Conference	< Date >
4.	Issue of Corrigendum	< Date >
5.	Last date for issuance / sale of RFP Document	< Date >
6.	Last date and time for RFP Submission	< Date >
7.	Date and time of opening of Pre-Qualification bids	< Date >
8.	Date and time for opening of Technical bids	< Date >
9.	Date and time for opening of Commercial bids	< Date >

2 Model RFP Document for Consulting Assignment (Deliverable Based)

2.1 Fact Sheet

*[The bidders should be provided with this **Fact Sheet** comprising of important factual data of the RFP.]*

Clause Reference	Topic
<Section 2.4.4>	The method of selection is: <Method of selection> <i>[For guidance on method of selection please refer Section 2.5 of Guidance Notes for Consulting Services]</i>
<Section 2.3.4.2>	RFP can be Collected from the following address on or before< indicate date, time> : <Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id> by paying the document Fee of Rs. <Amount> by Demand Draft in favour of <Bank Account Name> and payable at <Location / City> from any of the scheduled commercial bank OR Downloaded from <website address>. However in this case, the bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along with the Proposal.
<Section 2.3.4.3>	Earnest Money Deposit of amount <Amount> by Demand Draft in favour of <Bank Account Name> and payable at <Location / City> from any of the nationalized Scheduled commercial Bank OR Bank Guarantee as mentioned in Appendix 1- Form 3
<Section 2.10>	Procurement is for services linked to DELIVERABLE <Deliverable based>
<Section 2.10>	The assignment is phased: Yes _____ No_____ <i>[If yes, indicate the</i>

Clause Reference	Topic
	<i>phasing]</i>
<Section 2.3.3>	<p>A pre-Bid meeting will be held on < indicate date, time, and venue> The name, address, and telephone numbers of the Nodal Officer is: <Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id> All the queries should be received on or before <indicate date, time>, either through post, fax or email.</p>
<Section 2.13>	The Nodal Agency/Department envisages any downstream work: Yes ___ No ___
<Section 2.3.5.2>	Proposals should be submitted in the following language(s): <i><Insert language></i>
	<p>Shortlisted firm/entity may associate with other shortlisted firm <i>[relevant only in the case where EOI process has been completed previously]:</i> Yes ___ No ___</p>
	<p>The estimated number of professional staff-months required for the assignment is: <insert the estimated man months> <i>[Or : In the case of Fixed-Budget Selection, the Financial Proposal shall not exceed the available budget of: <insert the available budget>]</i></p>
<Section 2.11>	Taxes: <As applicable>
<Section 2.3.7.2>	Proposals must remain valid <days> <i>[Normally between 60 and 90 days]</i> after the submission date, i.e., until: <insert the date>
<Section 2.3.4.4>	<p>Bidders must submit</p> <ul style="list-style-type: none"> • An original and <one> additional copies of each proposal along with <one> copy of non-editable CD for Prequalification & Technical Proposal • One original copy of the Commercial Proposal
<Section 2.3.5.3>	<p>The proposal submission address is: <Name> <Designation> <Address> <Phone Nos.> <Fax Nos.></p>

Clause Reference	Topic
<Section 2.3.5.3>	Proposals must be submitted no later than the following date and time: <insert the date and time>

2.2 Background Information

[Please refer Section 2.3.4 of Guidance Notes for Consulting Services for guidance on provisioning background information.]

2.2.1 Basic Information

- a) <Nodal Agency> invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Consulting agencies (“Bidders”) for the provision of the e-Governance consulting services as described in <Section 2.9> of this RFP, “Scope of Work” (“the Services”). <Nodal Agency> is the Nodal Agency for this public procurement.
- b) Any contract that may result from this public procurement competition will be issued for a term of <insert relevant period> (“the Term”).
- c) The <Nodal Agency> reserves the right to extend the Term for a period or periods of up to <insert relevant period> with a maximum of <insert relevant period> such extension or extensions on the same terms and conditions.
- d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

2.2.1 Project Background

[The “Project Background” should give project details around

- *Need for the solution/service*
- *Solution components/service area*
- *Expected outcome of the solution/service]*

2.2.2 Key Information

[The Introduction section should lay down:

- *Prime Objective of the project*
- *When was the program initiated/sanctioned*

- *Background about the Government program / initiative to address the challenges, issues faced; etc*
- *Project Dependencies*
- *Stakeholder Details*
- *Funds and sponsors for program - The estimated number of professional staff-months required for the assignment OR the sanctioned budget*
- *Any downstream work expected from this assignment and any potential “Conflict of Interest” situation emerging from that*
- *The inputs /facilities which would be provided to the successful bidder on award of this contract]*

2.2.3 About the Department

[The “About” section contains the organizational profile of the Government entity/Department which is the end buyer and implementer of the procured solution.

The section should explain facts and figures about the Government entity in terms of its

- *Vision and organizational objectives*
- *Manpower strength*
- *Comprising divisions/directorates etc.*
- *Organization structure*
- *Activities of the Department*
- *Geographical spread and operating locations]*

2.3 Instructions to the Bidders

2.3.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the consultancy support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the <Nodal Agency> on the basis of this RFP
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the <Nodal Agency>. Any notification of preferred bidder status by the <Nodal Agency> shall not give rise to any enforceable rights by the

Bidder. The <Nodal Agency> may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the <Nodal Agency>.

- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2.3.2 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal 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 paragraph may render the Proposal non-compliant and the Proposal 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 supporting documentations specified in this RFP

2.3.3 Pre-Bid Meeting & Clarifications

2.3.3.1 Bidders Queries

- a. <Nodal Agency> shall hold a pre-bid meeting with the prospective bidders on <Date & time> at <Address of the Venue>
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to <Name, Address, Fax and email id of the Nodal Officer> by post, facsimile or email on or before <Date & time>
- c. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
4.			
5.			
6.			

- d. <Nodal Agency> shall not be responsible for ensuring that the bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.

2.3.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the <Nodal Agency> will endeavor to provide timely response to all queries. However, <Nodal Agency> makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does <Nodal Agency> 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, <Nodal Agency> 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. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the <website address> and emailed to all participants of the pre-bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, < Nodal Agency> may, at its discretion, extend the last date for the receipt of Proposals.

2.3.4 Key Requirements of the Bid

2.3.4.1 Right to Terminate the Process

- a. <Nodal Agency> may terminate the RFP process at any time and without assigning any reason. <Nodal Agency> 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 <Nodal Agency>. The bidder's participation in this process may result <Nodal Agency> selecting the bidder to engage towards execution of the contract.

2.3.4.2 RFP Document Fees

- a. RFP document can be purchased at the address & dates provided in the Fact sheet by submitting a non refundable bank demand draft of <insert Amount>, drawn in favor of <Bank Account Name>, payable at <Location/City> from any scheduled commercial banks
- b. The bidder may also download the RFP documents from the website <Website address>. In such case, the demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

2.3.4.3 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, EMD of <Amount figure> only, in the form of a Demand Draft OR Bank Guarantee (in the format specified in Appendix 1: Form 3) issued by any nationalized bank in favor of <Beneficiary Account name>, payable at <Location/city>, and should be valid for <Period> months from the due date of the tender / RFP.
- b. EMD of all unsuccessful bidders would be refunded by <Nodal Agency> within <Time Period> of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix 3.
- c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

2.3.4.4 Submission of Proposals

- a. The bidders should submit their responses as per the format given in this RFP in the following manner
 - Response to Pre-Qualification Criterion : (1 Original + <1 > Copies +<1>CD) in first envelope
 - Technical Proposal - (1 Original + <1> Copies +<1>CD) in second envelope
 - Commercial Proposal - (1 Original) in third envelope

- b. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes superscribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
- c. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- d. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for <Name of the assignment> - < RFP Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time>".
- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f. 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.
- g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- i. In case of any discrepancy observed by <Nodal Agency> in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by <Nodal Agency> in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

2.3.4.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

2.3.5 Preparation and submission of Proposal

2.3.5.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities,

participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by <Nodal Agency> to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

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

2.3.5.2 Language

The Proposal should be filled by the bidders 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 documents, the English translation shall govern.

2.3.5.3 Venue & Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to <Nodal Agency> at the address specified below:

Addressed To	<Name of Person/Designation to be addressed to>
Name	<Nodal Agency>
Address	<Address>
Telephone	<Telephone No.>
Fax Nos.	<Fax No.>
Email ids	<email id>
Last Date & Time of Submission	<Date> before <Time>

2.3.5.4 Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. <Nodal Agency> shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. <Nodal Agency> reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

2.3.6 Deviations

The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviation are provided, the bidder would not be allowed that to withdraw the deviation submitted.

The Proposal evaluation committee would evaluate and classify them as “material deviation” or “non material deviation”. In case of any material deviations, the Committee would be entitled to reject the bid.

2.3.7 Evaluation process

- a. <Nodal Agency> will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- b. The Proposal Evaluation Committee constituted by the <Nodal Agency> shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal 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.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals⁴
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

2.3.7.1 Tender Opening

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

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

⁴ As per “Good practices”, the evaluation process does not comprise of Presentations, as it biasing towards a particular bidder on the basis of good presentation. It may be noted that presentations are not contractually binding, unless a) they are communicated to the bidders b) video recorded to capture the entire proceedings

2.3.7.2 Tender Validity

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

2.3.7.3 Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - Are not submitted in as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period

- b. All responsive Bids will be considered for further processing as below.
< Nodal Agency> will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

[Please refer Section 2.3.3 of Guidance Notes for Consulting Services for guidance on Instruction to the Bidders]

2.3.8 Consortiums

[The Nodal agency should evaluate whether to allow the consortiums. The Nodal Agency should consider the value add which a consortium can bring in, which a sub-contractor cannot bring in and accordingly mention it in this section.

While evaluating, It should consider the benefit of having single point of ownership versus a direct control on the implementation agency responsible for the scope of work. Please refer Section 1.4.8 of Guidance Notes for Consulting Services for guidance on allowing Consortiums]

2.4 Criteria for Evaluation

2.4.1 Pre-Qualification Criteria

[Please refer Section 2.4 of Guidance Notes for Consulting Services for guidance on the Eligibility Criteria before finalization of the criterion]

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Sales Turnover in Consulting (or IT Consulting, depending on the nature of work)	<p>Annual Sales Turnover generated from services related to Consulting (or IT Consulting) during each of the last three financial years (as per the last published Balance sheets), should be at least Rs. <value>.</p> <p>This turnover should be on account of Consulting (or IT Consulting) only and should not comprise of sales revenues related to supply of hardware/IT infrastructure and their associated maintenance services, implementation of packaged software etc.</p> <p><i>[Please refer Section 2.4.1 of Guidance Notes for Consulting Services for guidance on the PQ requirements of Sales Turnover in IT Consulting]</i></p>	<p>Extracts from the audited Balance sheet and Profit & Loss; OR</p> <p>Certificate from the statutory auditor</p>
2	Technical Capability	<p>Consultant must have successfully completed in the last 5 years at least the following numbers of consulting engagement of value specified herein :</p> <p><i>One project of similar nature not less than the amount <value equal to 80% of estimated cost>; OR</i></p> <p><i>Two projects of similar nature not less than the amount equal <value equal to 60% of estimated cost>; OR</i></p> <p><i>Three projects of similar nature not less than the amount equal <value equal to 40% of estimated cost></i></p> <p><Provide the definition of “similar nature” to bring in the relevance factor required for this project> .</p> <p><i>[Please refer Section 2.4.2 of Guidance Notes for Consulting Services for guidance on the PQ requirements of Technical Capability]</i></p>	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p> <p>Work Order + Phase Completion Certificate from the client</p>
3	Certifications	<p><i>[Please refer Section 2.4.5 of Guidance Notes for Consulting Services for guidance on the PQ requirements of certifications]</i></p>	Copy of the Certification
4	Consortiums	Bidder should be an individual organization. Consortiums are not allowed.	

S. No.	Basic Requirement	Specific Requirements	Documents Required
Optional			
5	Legal Entity	<p>Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008</p> <p>Registered with the Service Tax Authorities</p> <p>Should have been operating for the last three years.</p> <p><i>[Please refer Section 2.4.7 of Guidance Notes for Consulting Services for guidance on the PQ requirements on Registered Legal entity]</i></p>	<p>Copy of Certificate of Incorporation; and</p> <p>Copy of Service Tax Registration Certificate</p>
6	Manpower Strength	<p><i>[Please refer Section 2.4.4 of Guidance Notes for Consulting Services for guidance on the PQ requirements on Manpower Strengths]</i></p>	Self Certification by the authorized signatory
7	Blacklisting	<p><i>[Please refer Section 2.4.6 of Guidance Notes for Consulting Services for guidance on the PQ requirements on Blacklisting]</i></p> <p><i>[Optional, till the blacklisting process has been institutionalized by DIT, GoI]</i></p>	A self certified letter

[It may be noted that the Pre-qualification criteria should not be put for cases while short-listing of bidders has already been carried out through Expression of interest. In case, where EOI has not been carried out, a Pre-Qualification criterion may be kept.]

Moreover, the pre-qualification criterion should not be mandated where the RFP document is to be shared with the empanelled list]

2.4.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations

[During the discussion with various stakeholders, it emerged that evaluation criterion is to be carefully designed. Discussions were held on the merit of each criterion and how does it help the Nodal Agency in getting the most suitable agency to execute the assignment. Accordingly several prevalent Technical evaluation criterion were rationalized (dropped or change in the weightage of marks allocated).

In case the Nodal Agency seeks to introduce new evaluation criterion or re-allocate the marks, the Nodal Agency should assure itself that the change does not lead to restriction in the competition.

The “litmus test” for drawing up the requirements for “Company profile” below should be that Nodal officer should assure himself that at least 8 bidders would be able to score minimum qualifying marks]

Technical Evaluation Criterion

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	COMPANY PROFILE		20	
1.	Average turnover from services related to IT Consulting (i.e. revenue should be on account of IT consulting other than related to supply of hardware/IT infrastructure and their associated maintenance services, packaged software etc. in last 3 years (Turnover in Rs Crores)	Equal to more than X1 : 10 marks Between X1 & X2 (including) : 6 marks Between X3 & X2: 3 marks Less than X3 : 0 marks <i>[1. Please replace the values x1, x2 and x3 with actual values. 2. It may be noted that X1>X2>X3]</i>	10	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
2.	Full-time professional staff engaged in consulting services (Number of Staff)	Equal to more than X1: 5 marks Between X2 & X1: 3 marks Between X3 & X2: 1 marks Less than X3 : 0 marks <i>[1. Please replace the values x1, x2 and x3 with actual numbers. 2. It may be noted that X1>X2>X3]</i>	5	A self certification from authorized signatory
3.	Geographical Presence of the Consulting organization	<i>[Needs to be designed as per the requirements of the project</i> <i>For a project to be carried out in one State, full marks can be given if the bidder has an office in the State (client specific / project specific offices should not be taken into account)</i> <i>For a project to be carried out at the Centre, marks</i>	5	A self certification from authorized signatory

S. No	Criteria	Requirements	Max Marks	Supporting Documents
		<i>may be awarded as follows : >6 offices: 5 marks 3-6 offices : 3 marks 2-3 offices: 1 mark (client specific / project specific offices should not be taken into account)]</i>		
	RELEVANT PAST EXPERIENCE		20	
4.	<p>Experience relevant to this engagement as listed below to be demonstrated in a maximum of <Nos.> engagements that have either been completed or an ongoing project where a similar deliverable or milestone has been successfully achieved. The work order should have been issued within the last 5 years, as on <date>.</p> <p><Provide the definition of “similar” to bring in the relevance factor required for this project> .</p>	<p>Equal to or more than 5 projects : 20 marks 4 Projects : 16 marks 3 Projects : 12 marks 2 Projects : 8 marks</p> <p>Less than 2 projects : 0 marks</p>	20	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p> <p>Work Order + Phase Completion Certificate (for ongoing projects) from the client</p>
	APPROACH & METHODOLOGY		20	
5.	<p>Approach and Methodology to perform the work in this assignment :</p> <ol style="list-style-type: none"> 1) Understanding of the objectives of the assignment: The extent to which the consultant’s approach and work plan respond to the objectives indicated in the RFP 2) Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the 		5	A note

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	Scope of Work			
6.	Demonstration of understanding of the Department's requirements	Assessment to be based on : <ul style="list-style-type: none"> - Learnings - Challenges likely to be encountered - Mitigation proposed - Client references 	10	A note
7.	Project work break down structure	Assessment to be based on : <ul style="list-style-type: none"> - Overall Timelines - Resource assignments (relevance to the task assigned) - Dependencies 	5	A note
	RESOURCE PROFILE		40	
8.	<p>Resume of all consultants proposed for the assignment</p> <p><Provide the roles against which the CVs have to be provided by the bidders to bring in the relevance factor required for this project</p> <p>Also Provide the definition of "similar" to bring in the relevance factor required for this project></p>	<p><i>[Marks to be awarded on the basis of the relevant experience of the proposed Staff.</i></p> <p><i>At a consultant level (3-5 years of consulting experience) staff: Full marks, if the staff has experience in <3> or more assignments of similar nature.</i></p> <p><i>At a Manager level (5-12 years of consulting experience) staff: Full marks, if the staff has experience in <6> or more assignments of similar nature.</i></p> <p><i>At a Partner/Director level (more than 12 years of consulting experience) staff: Full marks, if the staff has experience in <10> or more assignments of similar nature.]</i></p>	40	CVs
	TOOLS & ASSETS	Case to case basis		
9.	Tools and Assets which could be leveraged for the assignment <i>[for e.g. PMU Tool, Load testing etc., depending on the relevance to the Scope of work]</i>		As per requirement	Note with appropriate supporting documents

[For further understanding on Evaluation of bids and the mechanisms suggested therewith, Please refer Section 2.5 of Guidance Notes for Consulting Services.]

Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least <minimum marks to obtain for technically qualifying> from the technical evaluation criteria would be considered technically qualified.

2.4.3 Commercial Bid Evaluation

- a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b. *[Optional : “Financial Bids that are less than <30>% of the median price will be disqualified (the average bid price is computed by adding all Financial Bid values of ALL the qualified bidders and dividing the same by the number of bidders”*
This clause has been suggested to address the issue of agencies bidding without proper understanding of the Scope of work. A variant of this clause is already being used in e-Governance Consulting RFPs in Government of Haryana.]
- c. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) =
 $\{(Commercial\ Bid\ of\ L1 / Commercial\ Bid\ of\ the\ Bidder) \times 100\}\%$
(Adjusted to two decimal places)

[OR, in case of a Lowest Cost Based Selection Bid, the para c should be replaced by the following :

- c. *The consultant, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment]*
- d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e. The bid price will include all taxes and levies and shall be in Indian Rupees.
- f. Any conditional bid would be rejected
- g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

[Please refer Section 2.5.2 of Guidance Notes for Consulting Services]

2.4.4 Combined and Final Evaluation

[Please refer Section 2.5.2 of Guidance Notes for Consulting Services]

- a. The technical and financial scores secured by each bidder will be added using weightage of <70%> and <30%> respectively to compute a Composite Bid Score. *[QCBS having weightage for technical & commercial score of 70:30 or 80:20 should be used generally for the IT Consulting RFPs]*
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-
$$B_n = 0.70 * T_n + 0.30 * F_n$$
Where
B_n = overall score of bidder
T_n = Technical score of the bidder (out of maximum of 100 marks)
F_n = Normalized financial score of the bidder
- c. In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

2.5 Appointment of Consultant

2.5.1 Award Criteria

<Nodal Agency> will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

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

<Nodal Agency> 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 <Nodal Agency> action.

2.5.3 Notification of Award

Prior to the expiration of the validity period, <Nodal Agency> will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, <Nodal Agency>, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, <Nodal Agency> will notify each unsuccessful bidder and return their EMD.

2.5.4 Performance Guarantee

The <Nodal Agency> will require the selected bidder to provide a Performance Bank Guarantee, within <15> days from the Notification of award, for a value equivalent to <10%> of the total cost of ownership. The Performance Guarantee should be valid for a period of <months>. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the <Nodal Agency> at its discretion may cancel the order placed on the selected bidder without giving any notice. <Nodal Agency> shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or <Nodal Agency> incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

2.5.5 Signing of Contract

Post submission of Performance Guarantee by the successful bidder, <Nodal Agency> shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between <Nodal Agency> and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

2.5.6 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event <Nodal Agency>

may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, the <nodal agency> shall invoke the PBG of the most responsive bidder.

2.6 Fraud and Corrupt Practices

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

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

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

2.7 Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”)⁵. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the <Nodal Agency> shall forfeit and appropriate

⁵ This section has been adapted from Model RFP for Selection of Financial and Transaction Advisors issued by Planning Commission, Government of India

the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the <Nodal Agency> for, *inter alia*, the time, cost and effort of the <Nodal Agency> including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the <Nodal Agency> hereunder or otherwise.

- b. The <Nodal Agency> requires that the Consultant provides professional, objective, and impartial advice and at all times hold the <Nodal Agency>'s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the <Nodal Agency>.
- c. *[Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in Section 2.4.10 of Guidance Note for Consulting Services]*. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Bidder; or
 - iv. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the <Nodal Agency> for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - v. A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project⁶;
- d. An Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of

⁶ Given the federal structure of our Constitution and each State having its own separate entity; it is presumed that there is no conflict of interest if the Bidder takes up the Consulting assignment in one State and implementation assignment in another State. However this may be revisited in case the Scope of Work of the Consulting assignment (in one State) includes review of status reports or evaluation of any document/report/deliverable of the implementation assignment (in another State).

this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for the <Nodal Agency> in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the <Nodal Agency> where the conflict of interest situation does not arise.

- e. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the <Nodal Agency> as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The <Nodal Agency> shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

2.8 Scope of Work

In this Section, Scope of work is detailed out as follows :

<Insert scope of work>

[The scope of work can be drafted as per the requirement of the project. For ready reference a few sample “Scope of work” for common elements in e-Governance Consultancy are provided in Section 2.6 of Guidance Notes for Consulting Services]

2.9 Deliverables & Timelines

[Please refer Sections 2.6.4 and 2.7.1 of Guidance Notes for Consulting Services]

[The Deliverables would be inherently linked to the Scope of work defined for the project. Please refer Section 2.6.4 of Guidance Notes for Consulting Services for finalizing the deliverables. However for illustrative purposes, the Milestones of a typical consultancy assignment & timelines for end-to-end Consultancy support is provided here as an illustration :

Phase	Milestone	Timelines
-------	-----------	-----------

	<i>Phase</i>	<i>Milestone</i>	<i>Timelines</i>
1	<i>Phase I</i>	<i>As-Is Status report</i> <i>Exit Criterion : This phase would end with the approval of the As-is Status report.</i>	<i>4 weeks</i>
2	<i>Phase II</i>	<ul style="list-style-type: none"> – <i>To-Be Processes maps & reports</i> – <i>Functional Requirement Specification (FRS) report</i> – <i>Best Practices report</i> – <i>Legal changes requirement report</i> – <i>Change Management Plan Report</i> – <i>Project Management Monitoring Report</i> – <i>Draft RFP Document</i> – <i>Detailed Project Report (DPR) (comprising of project budget and financial sustainability)</i> <i>Exit Criterion : This phase would end with the approval of the reports & RFP.</i>	<i>12 weeks</i>
3	<i>Phase III</i>	<ul style="list-style-type: none"> – <i>Bid Process Management</i> <i>Exit Criterion : This phase would end with the selection of the Most responsive bids from the RFPs submitted by Bidder</i>	<i>10 weeks</i>
4	<i>Phase IV</i>	<i>Periodic relevant Project Reviews, Statuses and Audit reports as per approved Project Management, Monitoring And Evaluation Plan in phase-III</i> <i>Exit Criterion : This phase would end with the project “go-live”, as declared by the Nodal Agency, either by written communication or in any official media release.</i>	<i>55 weeks</i>
5	<i>Phase V</i>	<i>User Acceptance Test (UAT)</i> <i>Exit Criterion : This phase would end with successful UAT and submission of the Acceptance Report</i>	<i>16 weeks</i>
6	<i>Phase VI</i>	<i>Project Appraisal and Future Roadmap Report</i> <i>Exit Criterion : This phase would end with the submission of the reports.</i>	<i>4 weeks</i>

]

In case of approval of a particular phase, all previous approvals would be deemed to be granted.

Reports that are part of the assignment must be written in the following language(s): *<Insert language>*

2.10 Payment Schedule

[The Payment Schedule would be inherently linked to the Scope of work defined for the project. Please refer Section 2.7 of Guidance Notes for Consulting Services for finalizing the Payment Schedule. However for illustrative purposes, the Payment Schedule of a typical consultancy assignment for end-to-end Consultancy support is provided here as an illustration

S. No.	Phase	Billable Fee (as % of Contract Value) (illustrative)
1	Phase I	10%
2	Phase II	15%
3	Phase III	20%
4	Phase IV	50%
5	Phase V	10%

]

Payment Terms & Conditions

- a. The taxes would be paid as extra at the prevalent rates.
- b. Out-of-pocket expenses would be payable at actuals. However the same should not exceed 15% of the amount at each phase.
- c. The out-of-pocket expenses would be reimbursed on providing the certified statement of expenses by the Consulting agency. If required, the agency may be asked to substantiate this statement in case of any audit requirements

[Optional :

Success Fee : In case the consultants, manage to complete the project in time, a success fee may be provisioned. The success fee would be payable on completion of UAT as per the timelines. However it needs to be evaluated from case to case basis and ascertained that the Government benefits from the early completion of the project. Based on the benefit, the Government may provision for a success fee]

2.11 Support to be provided by <Nodal Agency>

The Nodal Agency/ Department will provide the following support, post the award of the contract to the successful bidder:

[Customize, as per the situation

1. *Provide understanding of As-is processes*
2. *Provide the information on current IT infrastructure already available*
3. *The aspirations / expectation of the system which is planned to be procured*
4. *Any technical infrastructure support]*

2.12 Change Request

The following would constitute a Change request

- a. Any work which has not been specifically mentioned in the scope of work
- b. Any changes in the deliverables post approval by the client
- c. Bid Process Management in case of re-tendering is to be done for reasons for which the consultants are not responsible
- d. Any delay in the project timelines beyond the calendar time mentioned in the tender document for which Bidder is not directly responsible

[In such a case, the additional effort estimated by the bidder and its costs would be discussed and finalized in discussions with the Bidder. The basis of this cost would be the commercial bid OR the most relevant rate empanelment of the Consultant with any Central / State Government]

2.13 Downstream work

[If the Nodal Agency/Department envisages the need for continuity for downstream work then provide the Terms of Reference the scope, nature, and timing of future work]

[Also indicate, whether the downstream work would constitute "Conflict of Interest".]

Appendix I: Pre-Qualification & Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms :

Forms to be used in Pre-Qualification Proposal

- Form 1: Compliance Sheet for Pre-qualification Proposal
- Form 2: Particulars of the Bidders
- Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

Forms to be used in Technical Proposal

- Form 4: Compliance Sheet for Technical Proposal
- Form 5: Letter of Proposal
- Form 6: Proposed Approach & Methodology
- Form 7: Proposed Work Schedule & Project Plan
- Form 8: Deviations
- Form 9: Team Composition and their Availability
- Form 10: Curriculum Vitae (CV) of Key Personnel
- Form 11: Deployment of Personnel

Form 1: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

	Basic Requirement	Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	
4	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 3)	Yes / No	
5	Sales Turnover in IT Consulting	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
6	Technical Capability	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client	Yes / No	
7	Certifications	<i>[As relevant]</i>	Yes / No	
8	Consortiums	No Consortiums	Confirmation that the bidder is bidding as a single entity	
	Optional			
9	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate	Yes / No	
10	Manpower Strength	Self Certification by the authorized signatory	Yes / No	
11	Blacklisting	A self certified letter <i>[Optional, till the blacklisting process has been institutionalized by DIT, GoI]</i>	Yes / No	

Form 2: Particulars of the Bidders

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

<Location, Date>

To,
<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

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

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid upto <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form 4: Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Covering Letter for Technical Proposal	As per Form 5		
2.	Average turnover from services related to IT Consulting (i.e. revenue should be on account of IT consulting other than related to supply of hardware/IT infrastructure and their associated maintenance services, packaged software etc. in last 3 years (Turnover in Rs Crores)	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
3.	Full-time professional staff engaged in consulting services (Number of Staff)	A self certification from authorized signatory	Yes / No	
4.	Experience relevant to this engagement as listed below to be demonstrated in a maximum of <Nos.> engagements that have either been completed or an ongoing project where a similar deliverable or milestone has been successfully achieved. <Provide the definition of “similar” to bring in the relevance factor required for this project> .	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client		
5.	Approach & Methodology, Understanding and work Plan (As per the requirements specified in Technical evaluation)	A note (as per Form 6 & 7)	Yes / No	
6.	Deviations (if any)	Form 8	Yes / No	
7.	Team Composition (As per requirement specified in Technical evaluation)	CV & a Note (Form 9, 10 and 11)	Yes / No	
8.	Tools and Assets As per requirement specified in Technical evaluation)	A note and demonstration of the Tool/Assets	Yes / No	

All the Bidders are requested to mention the document reference number and Page number for each criteria.

Form 5: Letter of Proposal

<Location, Date>

To:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

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

Dear Sir/Madam,

We, the undersigned, offer to provide Consultancy Services to the <Nodal Agency> on <provide name of the consulting engagement> 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 consulting services related to the assignment not later than the date indicated in Fact Sheet.

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

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

Yours sincerely,

Authorized Signature (*In full and initials*): _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form 6: Proposed Approach & Methodology

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

- a) Understanding of the project
- b) Potential initiatives given the priorities
- c) Technical Approach and Methodology

Technical Approach and Methodology.

You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Form 7: Proposed Work Schedule & Project Plan

In this section you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Purchaser), and delivery dates of the reports.

The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports to be delivered as final output, should be included here.

The above should be substantiated with the project plan, as per the following template. The project plan should be consistent with the Work Schedule.

No.	Activity ¹	Dependency	Calendar Months												
			1	2	3	4	5	6	7	8	9	10	11	12	n
1															
2															
3															
4															
5															
N															

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.
- 3 All activities should meet the 8/80 criteria i.e. should at least take 8 hours and a maximum of 80 hours.

Form 8: Deviations

This section should contain any assumption on areas which have not been provided in the RFP OR any changes to the existing provisions of the RFP

A - On the Terms of Reference

<<Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal>>

B – Any other areas

Form 9: Team Composition and their Availability

Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff.

Form 9.1: Team composition and Key Tasks

Name of Staff with Qualification and Experience	Area of Expertise	Position Assigned	Task Assigned	Time Committed for the Engagement

Form 9.2: Information on Team Involvement in other Engagements

Name of Staff with Qualification and Experience	Current Assignments where the Resource CV had been presented in the proposal	End Date of the Assignment (as estimated on the date of submission of this bid)	% Time Commitment
Name of the Resource			

(Any information withheld / misrepresented, would establish the <Nodal Agency> would establish the veracity and if found true may lead to rejection of the bid OR cancellation of the contract)

Form 10: Curriculum Vitae (CV) of Key Personnel

1. **Proposed Position** [*only one candidate shall be nominated for each position Expert*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
6. **Total No. of years of experience:** _____
7. **Total No. of years with the firm:** _____
8. **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):** _____

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

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

11. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:
12. **Membership of Professional Associations:**
13. **Employment Record** [*Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From (Year):

To (Year):

Form 11: Deployment of Personnel

No	Name of Staff	Deliverables Involved	Staff input in Months (in the form of a bar chart) ²														Total Staff man-Months Proposed
			1	2	3	4	5	6	7	8	9	10	11	12	n	Total	
1																	
2																	
3																	
N																	
												Total					

1. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category
2. Months are counted from the start of the assignment.



Full time input



Part time input

Appendix II : Commercial Proposal Templates

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

Form 1: Covering Letter

Form 2: Commercial Bid Template

Form 1: Covering Letter

<Location, Date>

To:

<Name>

<Designation>

<Address>

<Phone Nos.>, <Fax Nos.>

<email id>

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

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for <<*Title of consulting services*>> in accordance with your Request for Proposal dated [*Date*] and our Proposal - Technical and Financial Proposals. Our attached Financial Proposal is for the sum of <<*Amount in words and figures*>>. This amount is inclusive of OPEs, Miscellaneous expenses & Service taxes.

I understand that the payment would be made on the basis of actual Service tax rate prevalent during the time of payment.

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,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Commercial Bid Template

Form 2A : Summary of Costs

S. No.	Costs	Currency (Indian National Rupees)	Amount(s)
1	Total Amount of Financial Proposal (A)		
2	Out of Pocket Expenses (B)		
3	Miscellaneous Expenses (C)		
4	Service Tax (Applicable rate * (A+B+C))		
	Total (A+B)		

Form 2B : Breakdown of Price per Activity⁷

S. No.	Costs	Currency (Indian National Rupees)	Amount(s)
1	Phase I		
2	Phase II		
3	Phase III		
4	Phase IV		
5	...		
6			
7			
	Total (Should be equal to "A" in Form 2 A)		

⁷ Please note that these costs do not affect the payment Schedule. These costs are required primarily to establish the costs of any rework or penalties, in case required at any subsequent stage

Form 2C : Breakdown of Remuneration (man month rate)⁸

S. No.	Names	Position	Deliverables Involved	Unit Cost (per man month rate)	Total Manmonth required / Total Remuneration	Amount
1						
2						
3						
4						
5						
6						
7						
Total (Should be equal to "A" in Form 2 A)						

Form 2D: Estimate of Out of Pocket Expenses

S. No.	Description	Unit	Quantity	Unit Price In INR	Amount
1					
2					
3					
...					
Total (Should be equal to "B" in Form 2 A)					

⁸ Please note that these costs do not affect the payment Schedule. These costs are required primarily to establish the costs of change requests

Form 2E: Miscellaneous Expenses

S. No.	Description	Unit	Quantity	Unit Price	Amount
1	Software/project management tool				
2	< Any others, please specify>				
3					
...					
Total (Should be equal to "C" in Form 2 A)					

Appendix III: Performance Bank Guarantee

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

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

And whereas it has been stipulated by in the said contract that the applicant/supplier 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, upto a total of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs <<Insert Value>> (Rupees <<insert value in words>> only)**.
- II. This bank guarantee shall be valid up to <<insert expiry date>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written 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.

Templates

A: Template Contract Agreement for Deliverable based engagement

Please refer **Annexure I** of this document for the draft Contract Agreement.

Structure of RFP Document for Consulting Assignment (Capacity Augmentation)

When do we need this RFP?

An RFP is used for procurement under the following typical circumstances:

- The Government intends to hire technical manpower for a defined period of time to provide support to existing officials through payment on man-month basis
- Scope of work and deliverables are not known clearly to estimate the effort
- The Client / Nodal Agency is having the technical knowhow to direct the resources hired under this RFP for getting the desired output
- There is an identified technical qualification and experience of the resources desired
- Budget is known, approved OR availability of budget is assured
- Need to procure the most economical tender, through open competitive bidding - generate competition by ensuring at least with 3 to 5 bidders
- If all the above is applicable and estimated value of the assignment is less than Rs. 25 lakhs (proposed to be increased to Rs. 50 lakhs) then the Nodal Agency can directly release this RFP instead of releasing the EOI and then this RFP. This RFP may consist of Technical evaluation criteria and/or Pre qualification criteria with financial details.

How do you use it?

This model RFP has been prepared for Nodal Agency/ Nodal Officer to engage consultants for providing consulting services in the area of Information Technology for the situations mentioned above. This model RFP should be used as a template for creation of RFP. The user of this template should refer to the guidance notes wherever referred in this document. The legal agreement has been provided separately in Annexure II.

What are typical contents of this RFP?

S. No.	Document Structure	Desirability	Reference
1.	Fact Sheet	Mandatory	[Refer Section 3.1]
2.	Background Information	Mandatory	[Refer Section 3.2]
3.	Instruction to Bidder	Mandatory	[Refer Section 3.3]
4.	Pre- Qualification	Mandatory	[Refer Section 3.4.1]
5.	Criteria for Technical Evaluation	Mandatory	[Refer Section 3.4.2]
6.	Scope of Work	Mandatory	[Refer Section 3.8, 3.9 & 3.10]
7.	Terms of Payment	Mandatory	[Refer Section 3.4]
8.	Checklist for Submission	Mandatory	[Refer Appendix 1 Form 1 & 4]

<Name of the proposed Consulting Engagement>

<File reference No.>

3.0

Template Document for Request for Proposal for Consulting Assignment (Capacity Augmentation)

S. No.	Particular	Details
1.	Start date of issuance / sale of RFP document	< Date >
2.	Last date for Submission of Queries	< Date >
3.	Pre-Bid Conference	< Date >
4.	Issue of Corrigendum	< Date >
5.	Last date for issuance / sale of RFP Document	< Date >
6.	Last date and time for RFP Submission	< Date >
7.	Date and time of opening of Pre-Qualification bids	< Date >
8.	Date and time for opening of Technical bids	< Date >
9.	Date and time for opening of Commercial bids	< Date >

3 Model RFP Document for Capacity Augmentation

3.1 Fact Sheet

*[The bidders should be provided with this **Fact Sheet** comprising of important factual data of the RFP.]*

Clause Reference	Topic
<Section 3.4.4>	The method of selection is: <Method of selection> <i>[For guidance on method of selection please refer Section 2.5 of Guidance Notes for Consulting Services]</i>
<Section 3.3.4.2>	RFP can be Collected from the following address on or before< indicate date, time,> : <Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id> by paying the document Fee of Rs. <Amount> by Demand Draft in favour of <Bank Account Name> and payable at <Location / City> from any of the scheduled commercial bank OR Downloaded from <website address>. However in this case, the bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along with the Proposal.
<Section 3.3.4.3>	Earnest Money Deposit of amount <Amount> by Demand Draft in favour of <Bank Account Name> and payable at <Location / City> from any of the nationalized Scheduled commercial Bank OR Bank Guarantee as mentioned in Appendix 1- Form 3
<Section 3.8>	Procurement is for services linked to Capacity Augmentation, i.e. Time and Material Basis
<Section 3.3.3>	A pre-Bid meeting will be held on < indicate date, time, and venue> The name(s), address(es), and telephone numbers of the Nodal Officer is: <Name>

Clause Reference	Topic
	<p><Designation> <Address> <Phone Nos.> <Fax Nos.> <email id> All the clarifications should be received on or before <indicate date, time>, either through post or email as mentioned will be considered.</p>
<Section 2.3.5.2>	Proposals should be submitted in the following language(s): <Insert language>
<Section 3.8>	<p>(i) Shortlisted firm/entity may associate with other shortlisted firm: No</p> <p>(ii) The following professional would be required on full time basis for <insert the calendar months> <Insert the name of the Positions></p>
<Section 3.14>	<p>The Nodal Agency/Department envisages the possibility for extension of the period: Yes __ No __ <If yes, then indicate the maximum outer limit of extension></p>
<Section 3.12>	Taxes: <As applicable>
<Section 3.3.7.2>	Proposals must remain valid <days> <i>[Normally between 60 and 90 days]</i> after the submission date, i.e., until: <insert the date>
<Section 3.3.4.4>	<p>Bidders must submit</p> <ul style="list-style-type: none"> • An original and <one> additional copies of each proposal along with <one> copy of non-editable CD for Prequalification & Technical Proposal • One original copy of the Commercial Proposal
<Section 3.3.5.3>	<p>The proposal submission address is:</p> <p><Name> <Designation> <Address> <Phone Nos.> <Fax Nos.></p>
<Section 3.3.5.3>	Proposals must be submitted no later than the following date and time: <insert the date and time>

3.2 Background Information

[Please refer Section 2.3.3 of Guidance Notes for Consulting Services for guidance on provisioning background information.]

3.2.1 Basic Information

- a) <Nodal Agency> invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Consulting agencies (“Bidders”) for the provision of the e-Governance consulting services as described in <Section 2.9> of this RFP, “Scope of Work” (“the Services”). <Nodal Agency> is the <Nodal Agency> for this public procurement competition (“the <Nodal Agency>”).
- b) Any contract that may result from this public procurement competition will be issued for a term of <insert relevant period> (“the Term”).
- c) The <Nodal Agency> reserves the right to extend the Term for a period or periods of up to <insert relevant period> with a maximum of <insert relevant period> such extension or extensions on the same terms and conditions.
- d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this public procurement competition.

3.2.2 Project Background

[The “Project Background” should give project details around

- *Need for the Capacity Augmentation*
- *Expected outcome of the Capacity Augmentation*
- *Skills desired for the successful outcome]*

3.2.3 Key Information

[The Introduction section should lay down:

- *Prime Objective of the project*
- *When was the program initiated/sanctioned*
- *Background about the Government program / initiative to address the challenges, issues faced; etc*

- *Funds and sponsors for program - The estimated number of professional staff-months required for the assignment OR the sanctioned budget*
- *Any downstream work expected from this assignment and any potential “Conflict of Interest” situation emerging from that*
- *The inputs /facilities which would be provided to the successful bidder on award of this contract]*

[It may be noted that the criticality of this section reduces, as compared to the Deliverable based assignment, as the risk of delivery rests with the Nodal Agency]

3.2.4 About the Department

[The “About” section contains the organizational profile of the Government entity/Department which is the end buyer and implementer of the procured solution.

The section should explain facts and figures about that Government entity in terms of its

- *Vision and organizational objectives*
- *Manpower strength*
- *Comprising divisions/directorates etc.*
- *Organization structure*
- *Activities of the Department*
- *Geographical spread and operating locations]*

[It may be noted that the criticality of this section reduces, as compared to the Deliverable based assignment, as the risk of wrong effort estimation linked to the department size, rests with the Nodal Agency]

3.3 Instructions to the Bidders

3.3.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the consultancy support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this or the subject matter thereof.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the <Nodal Agency> on the basis of this RFP

- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the <Nodal Agency>. Any notification of preferred bidder status by the <Nodal Agency> shall not give rise to any enforceable rights by the Bidder. The <Nodal Agency> may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the <Nodal Agency>.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.3.2 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal 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 supporting documentations specified in this RFP

3.3.3 Pre-Bid Meeting & Clarifications

3.3.3.1 Bidders Queries

- a. <Nodal Agency> shall hold a pre-bid meeting with the prospective bidders on <Date & time> at <Address of the Venue>
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to <Name, Address, Fax and email id of the Nodal Officer> by post, facsimile or email on or before <Date & time>
- c. The queries should necessarily be submitted in the following format:

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

- d. <Nodal Agency> shall not be responsible for ensuring that the bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.

3.3.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the <Nodal Agency> will endeavor to provide timely response to all queries. However, <Nodal Agency> makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does <Nodal Agency> 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, <Nodal Agency> 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. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the <website address> and emailed to all participants of the pre-bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, < Nodal Agency> may, at its discretion, extend the last date for the receipt of Proposals.

3.3.4 Key Requirements of the Bid

3.3.4.1 Right to Terminate the Process

- a. <Nodal Agency> may terminate the RFP process at any time and without assigning any reason. <Nodal Agency> 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 <Nodal Agency>. The bidder's participation in this process may result <Nodal Agency> selecting the bidder to engage towards execution of the contract.

3.3.4.2 RFP Document Fees

- a. RFP document can be purchased at the address & dates provided in the Fact sheet by submitting a non refundable bank demand draft of <insert Amount>, drawn in favor of <Bank Account Name>, payable at <Location/City> from any scheduled commercial banks
- b. The bidder may also download the RFP documents from the website <Website address>. In such case, the demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

3.3.4.3 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, EMD of <Amount figure> only, in the form of a Demand Draft OR Bank Guarantee (in the format specified in Appendix I: Form 3) issued by any nationalized bank in favor of <Beneficiary Account name>, payable at <Location/city>, and should be valid for <Period> months from the due date of the tender / RFP.
- b. EMD of all unsuccessful bidders would be refunded by <Nodal Agency> within <Time Period> of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.
- c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

3.3.4.4 Submission of Proposals

- a. The bidders should submit their responses as per the format given in this RFP in the following manner

- Response to Pre-Qualification Criterion : (1 Original + <1 > Copies +<1>CD) in first envelope
 - Technical Proposal - (1 Original + <1> Copies +<1>CD) in second envelope
 - Commercial Proposal - (1 Original) in third envelope
- b. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes superscribing “Pre-Qualification Proposal”, "Technical Proposal" and “Commercial Proposal” respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
- c. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- d. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked “Response to RFP for <Name of the assignment> - < RFP Reference Number> and the wordings “DO NOT OPEN BEFORE <Date and Time>”.
- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f. 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.
- g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- i. In case of any discrepancy observed by <Nodal Agency> in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by <Nodal Agency> in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

3.3.4.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

3.3.5 Preparation and submission of Proposal

3.3.5.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by <Nodal Agency> to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

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

3.3.5.2 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.

3.3.5.3 Venue & Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to <Nodal Agency> at the address specified below:

Addressed To	<Name of Person/Designation to be addressed to>
Name	<Nodal Agency>
Address	<Address>
Telephone	<Telephone No.>
Fax Nos.	<Fax No.>
Email ids	<email id>
Last Date & Time of Submission	<Date> before <Time>

3.3.5.4 Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

- c. <Nodal Agency> shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. <Nodal Agency> reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

3.3.6 Evaluation Process

- a. <Nodal Agency> will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- b. The Proposal Evaluation Committee constituted by the <Nodal Agency> shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal 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.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals⁹
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

3.3.6.1 Tender Opening

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

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

3.3.6.2 Tender Validity

⁹ As per “Good practices”, the evaluation process does not comprise of Presentations, as it biases towards a particular bidder on the basis of good presentation. It may be noted that presentations are not contractually binding, unless a) they are communicated to the bidders b) video recorded to capture the entire proceedings. However for capacity Augmentation assignments, the Nodal Agency should stress for interviews – either physically or through video conference.

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

3.3.6.3 Tender Evaluation

- I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - Are not submitted in as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the Tender
 - With lesser validity period

- II. All responsive Bids will be considered for further processing as below.
< Nodal Agency> will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

3.3.7 Consortiums

[The Nodal agency should evaluate whether to allow the consortiums. The Nodal Agency should consider the value add which a consortium can bring in, which a sub-contractor cannot bring in and accordingly mention it in this section.]

While evaluating, It should consider the benefit of having single point of ownership versus a direct control on the implementation agency responsible for the scope of work. Please refer Section 1.4.8 of Guidance Notes for Consulting Services for guidance on allowing Consortiums]

3.4 Criteria for Evaluation

3.4.1 Pre-Qualification Criteria

[Please refer Section 2.4 of Guidance Notes for Consulting Services for guidance on the Eligibility Criteria before finalization of the criterion]

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Sales Turnover in Consulting (or IT Consulting, depending on nature of work)	<p>Annual Sales Turnover generated from services related to Consulting (or IT Consulting) during each of the last three financial years (as per the last published Balance sheets), should be at least Rs. <value>.</p> <p>This turnover should be on account of Consulting (or IT Consulting) only and should not comprise of sales revenues related to supply of hardware/IT infrastructure and their associated maintenance services, implementation of packaged software etc.</p> <p><i>[Please refer Section 2.4.1 of Guidance Notes for Consulting Services for guidance on the PQ requirements of Sales Turnover in IT Consulting]</i></p>	<p>Extracts from the audited Balance sheet and Profit & Loss; OR</p> <p>Certificate from the statutory auditor</p>
2	Technical Capability	<p>Consultant must have successfully completed at least the following numbers of consulting engagement of value specified herein :</p> <p><i>One project of similar nature not less than the amount <value equal to 80% of estimated cost>; OR</i></p> <p><i>Two projects of similar nature not less than the amount equal <value equal to 60% of estimated cost>; OR</i></p> <p><i>Three projects of similar nature not less than the amount equal <value equal to 40% of estimated cost></i></p> <p><Provide the definition of “similar nature” to bring in the relevance factor required for this project> .</p> <p><i>[Please refer Section 2.4.2 of Guidance Notes for Consulting Services for guidance on the PQ requirements of Technical Capability]</i></p>	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p> <p>Work Order + Phase Completion Certificate from the client</p>
3	Certifications	<i>[Please refer Section 2.4.5 of Guidance Notes for Consulting Services for guidance on the PQ requirements of certifications]</i>	Copy of the Certification
4	Consortiums	<p>Bidder should be an individual organization. Consortiums are not allowed.</p> <p><i>[Please refer Section 2.4.8 of Guidance Notes for Consulting Services for guidance on the PQ requirements of Consortiums]</i></p>	
Optional			
5	Legal Entity	<p>Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008</p> <p>Registered with the Service Tax Authorities</p>	<p>Copy of Certificate of Incorporation; and</p> <p>Copy of Service Tax Registration Certificate</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
		Should have been operating for the last three years. <i>[Please refer Section 2.4.7 of Guidance Notes for Consulting Services for guidance on the PQ requirements on Registered Legal entity]</i>	
6	Manpower Strength	<i>[Please refer Section 2.4.4 of Guidance Notes for Consulting Services for guidance on the PQ requirements on Manpower Strengths]</i>	Self Certification by the authorized signatory
7	Blacklisting	<i>[Please refer Section 2.4.6 of Guidance Notes for Consulting Services for guidance on the PQ requirements on Blacklisting]</i> <i>[Optional, till the blacklisting process has been institutionalized by DIT, GoI]</i>	A self certified letter

[It may be noted that the Pre-qualification criteria should not be put for cases while short-listing of bidders has already been carried out through Expression of interest. In case, where EOI has not been carried out, a Pre-Qualification criterion may be kept.]

Moreover, the pre-qualification criterion should not be mandated where the RFP document is to be shared with the empanelled list]

3.4.2 Technical Qualification Criterion

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations

[During the discussion with various stakeholders, it emerged that evaluation criterion is to be carefully designed. Discussions were held on the merit of each criterion and how does it help the Nodal Agency in getting the most suitable agency to execute the assignment. Accordingly several prevalent Technical evaluation criterion were rationalized (dropped or change in the weightage of marks allocated).

In case the Nodal Agency seeks to introduce new evaluation criterion or re-allocate the marks, the Nodal Agency should assure itself that the change does not lead to restriction in the competition.

The “litmus test” for drawing up the requirements for “Company profile” below should be that Nodal officer should assure himself that at least 8 bidders would be able to score minimum qualifying marks]

Technical Evaluation Criterion

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	COMPANY PROFILE		10	
1.	Full-time professional staff engaged in consulting services (Number of Staff)	<p>Equal to more than X1: 10 marks</p> <p>Between X2 & X1: 6 marks</p> <p>Between X3 & X2: 2 marks</p> <p>Less than X3 : 0 marks</p> <p><i>[1. Please replace the values x1, x2 and x3 with actual numbers. 2. It may be noted that X1>X2>X3]</i></p>	10	A self certification from authorized signatory
	RELEVANT PAST EXPERIENCE		10	
2.	<p>Experience relevant to this engagement as listed below to be demonstrated in a maximum of <Nos.> engagements that have either been completed or an ongoing project similar skills were put to use.</p> <p><Provide the definition of “similar” to bring in the relevance factor required for this project> .</p>	<p>Equal to or more than 5 projects : 10 marks</p> <p>4 Projects : 8 marks</p> <p>3 Projects : 6 marks</p> <p>2 Projects : 4 marks</p> <p>Less than 2 projects : 0 marks</p>	10	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p> <p>Work Order + Phase Completion Certificate (for ongoing projects) from the client</p>
	RESOURCE PROFILE		80	
3.	<p>Resume of all consultants proposed for the assignment</p> <p><Provide the roles against which the CVs have to be provided by the bidders to bring in the relevance factor required for this project</p> <p>Also Provide the definition of “similar” to bring in the relevance factor required for this project></p>	<p><i>[Marks to be awarded on the basis of the relevant experience of the proposed Staff.</i></p> <p><i>At a consultant level (3-5 years of consulting experience) staff: Full marks, if the staff has experience in <3> or more assignments of</i></p>	80	CVs

S. No	Criteria	Requirements	Max Marks	Supporting Documents
		<p><i>similar nature.</i></p> <p><i>At a Senior Consultant level (5-12 years of consulting experience) staff: Full marks, if the staff has experience in <6> or more assignments of similar nature.</i></p> <p><i>At a Principal Consultant level (more than 12 years of consulting experience) staff: Full marks, if the staff has experience in <10> or more assignments of similar nature.]</i></p>		
	TOOLS & ASSETS	Case to case basis		
4.	Tools and Assets which could be leveraged for the assignment [for e.g. PMU Tool, Load testing etc., depending on the relevance to the Scope of work]		As per requirement	

The criterion for evaluation of CVs would be as follows:

S. No.	Resource Requirement	Nos. Reqd.	Criterion	Evaluation Structure	Maximum Marks
1	<p>Principal Consultant with expertise in <Specify a role></p> <p><i>[Generally it is one of the following :</i></p> <ul style="list-style-type: none"> <i>- Infrastructure expert</i> <i>- Solution</i> 	<Nos.>	Total Experience	<p>>= 12 Years experience <20%></p> <p>>= 9 and < 12 Years experience <10%></p>	<20% of the marks allocated for PM>
			Experience of <requirement mentioned in the previous column>	<p>> =8 Years experience <20%></p> <p>>= 6 and < 8 Years experience - <10%></p> <p>Qualitative assessment of the experience <30%></p>	<50% of the marks allocated for PM >

S. No.	Resource Requirement	Nos. Reqd.	Criterion	Evaluation Structure	Maximum Marks
	<p><i>Architect</i></p> <ul style="list-style-type: none"> - <i>Software Design</i> - <i>Systems Management</i> - <i>Project Management</i> - <i>e-Governance generalist</i> - <i>Change Management]</i> - <i>Financial Expert]</i> 		<p>Education Qualification</p>	<p>MBA¹⁰:</p> <ul style="list-style-type: none"> - From List A Institutes- <10%> - From List B Institutes- <8%> - All other Institutes- <5%> <p>BE/BTech/MCA:</p> <ul style="list-style-type: none"> - From List A Institutes- <10%> - From List B Institutes- <8%> - All other Institutes- <5%> 	<20% of the marks allocated for PM >
			Interview (Personal)	Face to face interview or Video Conferencing	<10% of the marks allocated for PM >
2	<p>Senior Consultant with expertise in <Specify a role></p> <p>[Generally it is one of the following :</p> <ul style="list-style-type: none"> - <i>Infrastructure expert</i> - <i>Solution Architect</i> - <i>Software Design</i> - <i>Systems Management</i> - <i>Project Management</i> - <i>e-Governance generalist</i> - <i>Change Management]</i> 	<Nos.>	<p>Total Experience</p>	<p>>= 9 Years experience <20%></p> <p>>= 6 and < 9 Years experience <10%></p>	<20% of the marks allocated for SC >
			<p>Experience of <requirement mentioned in the previous column></p>	<p>> =5 Years experience <20%></p> <p>>= 3 and < 5 Years experience - <10%></p> <p>Qualitative assessment of the experience <20%></p>	<40% of the marks allocated for SC >
			<p>Education Qualification</p>	<p>MBA:</p> <ul style="list-style-type: none"> - From List A Institutes- <15%> - From List B Institutes- <10%> - All other Institutes- <6%> <p>BE/BTech/MCA:</p> <ul style="list-style-type: none"> - From List A Institutes- <15%> - From List B Institutes- 	<30% of the marks allocated for SC >

¹⁰ Latest Survey published by any prominent magazines covering rankings of Business Schools and Engineering Colleges should be referred to categorize A & B category institutes

S. No.	Resource Requirement	Nos. Reqd.	Criterion	Evaluation Structure	Maximum Marks
	– <i>Financial Expert]</i>			<10%> – All other Institutes- <6%>	
			Interview (Personal)	Face to face interview or Video Conferencing	<10% of the marks allocated for SC >
3	Consultant with expertise in <Specify a role> <i>[Generally it is one of the following :</i> – <i>Infrastructure expert</i> – <i>Solution Architect</i> – <i>Software Design</i> – <i>Systems Management</i> – <i>Project Management</i> – <i>e-Governance generalist</i> – <i>Change Management]</i> – <i>Financial Expert]</i>	<Nos.>	Total Experience	>= 6 Years experience <20%> >= 4 and < 6 Years experience <10%>	<20% of the marks allocated for C >
			Experience of <requirement mentioned in the previous column>	> =3 Years experience <30%> >= 2 and < 3 Years experience - <15%> Qualitative assessment of the experience <20%>	<30% of the marks allocated for C >
			Education Qualification	MBA: – From List A Institutes- <20%> – From List B Institutes- <15%> – All other Institutes- <10%> BE/BTech/MCA: – From List A Institutes- <20%> – From List B Institutes- <15%> – All other Institutes- <10%>	<40% of the marks allocated for C >
			Interview (Personal)	Face to face interview or Video Conferencing	<10% of the marks allocated for C >

[For further understanding on Evaluation of bids and the mechanisms suggested therewith, Please refer Section 2.5 of Guidance Notes for Consulting Services]

Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least <minimum marks to obtain for technically qualifying> from the technical evaluation criteria would be considered technically qualified.

3.4.3 Commercial Bid Evaluation

- a. The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b. *[Optional : “Financial Bids that are less than <30>% of the median price will be disqualified (the average bid price is computed by adding all Financial Bid values of ALL the qualified bidders and dividing the same by the number of bidders”
This clause has been suggested to address the issue of agencies bidding without proper understanding of the Scope of work. A variant of this clause is already being used in e-Governance Consulting RFPs in Government of Haryana.]*
- c. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) =
 $\{(Commercial\ Bid\ of\ L1 / Commercial\ Bid\ of\ the\ Bidder) \times 100\}\%$
(Adjusted to two decimal places)

[OR, in case of a Lowest Cost Based Selection Bid, the para c should be replaced by the following :

- c. *The consultant, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment]*
- d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e. The bid price will include all taxes and levies and shall be in Indian Rupees.
- f. Any conditional bid would be rejected
- g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

[Please refer Section 2.5.2 of Guidance Notes for Consulting Services]

3.4.4 Combined and Final Evaluation

[This section will not be required if it is a Lowest Cost Based Selection]

[Please refer Section 2.5.2 of Guidance Notes for Consulting Services]

- a. The technical and financial scores secured by each bidder will be added using weightage of <70%> and <30%> respectively to compute a Composite Bid Score. *[QCBS having weightage for technical & commercial score of 70:30 or 80:20 should be used generally for the IT Consulting RFPs]*
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-
$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where
B_n = overall score of bidder
T_n = Technical score of the bidder (out of maximum of 100 marks)
F_n = Normalized financial score of the bidder
- c. In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

3.5 Appointment of Consultant

3.5.1 Award Criteria

<Nodal Agency> will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

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

<Nodal Agency> 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 <Nodal Agency> action.

3.5.3 Notification of Award

Prior to the expiration of the validity period, <Nodal Agency> will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, <Nodal Agency>, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, <Nodal Agency> will notify each unsuccessful bidder and return their EMD.

3.5.4 Contract Finalization and Award

The <Nodal Agency> shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC.

3.5.1 Performance Guarantee

The <Nodal Agency> will require the selected bidder to provide a Performance Bank Guarantee, within <15> days from the Notification of award, for a value equivalent to <10%> of the total cost of ownership. The Performance Guarantee should be valid for a period of <months>. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the <Nodal Agency> at its discretion may cancel the order placed on the selected bidder without giving any notice. <Nodal Agency> shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or <Nodal Agency> incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

3.5.2 Signing of Contract

Post submission of Performance Guarantee by the successful bidder, <Nodal Agency> shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between <Nodal

Agency> and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template as Annexure II.

3.5.3 Failure to agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event <Nodal Agency> may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, the <nodal agency> shall invoke the PBG of the most responsive bidder.

3.6 Fraud and Corrupt Practices

- a. The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the <Nodal Agency> shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the <Nodal Agency> shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the <Nodal Agency> for, inter alia, time, cost and effort of the <Nodal Agency>, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- b. Without prejudice to the rights of the <Nodal Agency> under Clause above and the rights and remedies which the <Nodal Agency> may have under the LOI or the Agreement, if an Applicant or Consultant, as the case may be, is found by the <Nodal Agency> to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the <Nodal Agency> during a period of <period> from the date such Applicant or Consultant, as the case may be, is found by the <Nodal Agency> to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- vi. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the <Nodal Agency> who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the <Nodal Agency>, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the <Nodal Agency> in relation to any matter concerning the Project;
 - vii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - viii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - ix. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by <Nodal Agency> with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - x. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.7 Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”)¹¹. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the <Nodal Agency> shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the <Nodal Agency> for, *inter alia*, the time, cost and effort of the <Nodal Agency> including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the <Nodal Agency> hereunder or otherwise.
- b. The <Nodal Agency> requires that the Consultant provides professional, objective, and impartial advice and at all times hold the <Nodal Agency>’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the <Nodal Agency>.
- c. *[Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in Section 2.4.10 of Guidance Note for Consulting Services]*. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Proposal of either or each of the other Bidder; or
 - iv. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the <Nodal Agency> for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - v. A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project¹²;

¹¹ This section has been adapted from Model RFP for Selection of Financial and Transaction Advisors issued by Planning Commission, Government of India

¹² Given the federal structure of our Constitution and each State having its own separate entity; it is presumed that there is no conflict of interest if the Bidder takes up the Consulting assignment in one State and implementation assignment in another State. However this

- d. An Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for the <Nodal Agency> in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the <Nodal Agency> where the conflict of interest situation does not arise.
- e. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the <Nodal Agency> as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The <Nodal Agency> shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

3.8 Scope of Work

[It may be noted that the Scope work does not have much relevance for the Capacity Augmentation type of project. It may be noted that for such types of engagement, it the responsibility of the Nodal Agency to task out the work to the engaged resources. Hence the scope of work is limited to the provisioning of manpower]

	Level	Nos.	Full time/Part time	Specialization	Duration
1	Project Manager				
2	Senior Consultant				
3	Consultant				

[For each of the positions, choose one of the following specialization :

- Infrastructure expert*

may be revisited in case the Scope of Work of the Consulting assignment (in one State) includes review of status reports or evaluation of any document/report/deliverable of the implementation assignment (in another State).

- *Solution Architect*
- *Software Design*
- *Systems Management*
- *Project Management*
- *e-Governance generalist*
- *Change Management*
- *Financial Expert]*

3.9 Penalty

3.9.1 Penalty for exit/replacement

- a. Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer.
- b. In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.
- c. The replaced resource will be accepted by the <Nodal Agency> only if he scores the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the <Nodal Agency>. The bidding firm shall be allowed 15 days to replace the resource.
- d. The payment for replaced resources will be made as per the man month rates quoted/agreed by the bidder. However if the replaced resource obtains less marks in evaluation, payment will be made proportionately.
- e. The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource:

[A step-down penalty should be kept for exit/replacement, for e.g.

1. Within 6 Months : <Amount>Rs. 1, 50,000 (Rupees One Lac Fifty Thousand)

2. From 6 months to 1 Year- Rs. 1,00,000 (Rupees One Lac)

3. From 1 Year to 18 Months- Rs. 50,000 (Rupees Fifty Thousand)

4. After 18 Months to 2 Year- Rs. 25,000 (Rupees Twenty Five Thousand)

A penalty of Rs. 5 Lakhs per resource will be levied if a resource who has not resigned and is removed from the project by the bidder]

- f. After expiry of 15 calendar days of exit, a penalty of Rs. 3000 per working day per resource will also be imposed till suitable replacement is not being provided by the bidder.

- g. However <Nodal Agency> is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice.

3.9.2 Penalty for absence

- a. In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing man month rate by number of working days in that month). In addition a penalty of Rs <Amount> per working day per resource will be levied on such absence.
- b. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.
- c. Penalty would be deducted from the applicable payments

3.10 Leave Policy

The objective of this policy is to ensure that employees are able to balance work and professional life without compromising work continuity and discipline.

- a. The Resources should be stationed in <Location> for the entire project period. The Resource has to follow the working hours, working days and Holidays of <Nodal Agency>
- b. Resource shall get prior approval of purchaser before leaving <Location>
- c. Leave entitlement and computation will be effective from date of start of project.
- d. An employee can avail maximum 18 leaves per year on pro-rata basis.
- e. Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case-by-case basis and will be decided by the Nodal Officer.

3.11 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. 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.

3.12 Terms of Payment

- a. The payment will be made on the Time and Material basis and will be as per the Time Sheet format of each Personnel as agreed upon by the <Nodal Agency> and the Selected Bidder at the time of signing the Contract.
- b. The payment will be made on monthly basis as per actual deployment of resources after receipt of the bill on the basis of attendance of the resources deployed.
- c. The Selected bidder shall satisfactorily perform work as specified under the Tender to the <Nodal Agency>. The requisite payment will be released by the Purchaser upon receipt of the invoice which would be verified from the attendance records within 2 weeks of receipt of the invoice.
- d. The payment towards expenditure incurred on travelling shall be reimbursed as per the provisions of travelling rules of <Nodal Agency> For the purpose, the Project Manager and consultants will be treated in the category <> of the pay band of <> of the <Nodal Agency> for the purposes of travel entitlements. These expenses would be paid directly by the Agency on production of bills.
- e. The taxes would be paid as extra at the prevalent rates.

3.13 Support to be provided by <Nodal Agency>

The Nodal Agency/ Department will provide the following support, post the award of the contract to the successful bidder:

[Customize, as per the situation

1. *Office Space*
2. *Secretarial Support*
3. *Any IT infrastructure support]*

3.14 Downstream work

[If the Nodal Agency/Department envisages the need for continuity for downstream work then provide the Terms of Reference the scope, nature, and timing of future work]

[Also indicate, whether the downstream work would constitute “Conflict of Interest”. Please refer Section 2.4.10 of Guidance Notes for Consulting Services, for help in defining the clause on “Conflict of Interest”]

Appendix I: Pre-Qualification & Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms :

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

Forms to be used in Technical Proposal

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Curriculum Vitae (CV) of Key Personnel

Form 1: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

	Basic Requirement	Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	
4	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 3)	Yes / No	
5	Sales Turnover in Consulting (or IT Consulting)	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
6	Technical Capability	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client	Yes / No	
7	Certifications	<i>[As relevant]</i>	Yes / No	
8	Consortiums	No Consortiums	Confirmation that the bidder is bidding as a single entity	
	Optional			
9	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate	Yes / No	
10	Manpower Strength	Self Certification by the authorized signatory	Yes / No	
11	Blacklisting	A self certified letter <i>[Optional, till the blacklisting process has been institutionalized by DIT, GoI]</i>	Yes / No	

Form 2: Particulars of the Bidders

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

KNOW ALL MEN by these presents that WE << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- IV. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- V. This Bank Guarantee shall be valid upto <<insert date>>)
- VI. 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 date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form 4: Compliance Sheet for Technical Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Covering Letter for Technical Proposal	As per Form 5		
2.	Full-time professional staff engaged in consulting services (Number of Staff)	A self certification from authorized signatory	Yes / No	
3.	Experience relevant to this engagement as listed below to be demonstrated in a maximum of <Nos.> engagements that have either been completed or an ongoing project where a similar deliverable or milestone has been successfully achieved. <Provide the definition of “similar” to bring in the relevance factor required for this project> .	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client	Yes / No	
4.	Proposed CVs (As per requirement specified in Technical evaluation)	CV & a Note (Form 6)	Yes / No	
5.	Tools and Assets As per requirement specified in Technical evaluation)	A note and demonstration of the Tool/Assets	Yes / No	

All the Bidders are requested to mention the document reference number and Page number for each criteria.

Form 5: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

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

Dear Sir/Madam,

We, the undersigned, offer to provide Consultancy Services to the <Nodal Agency> on <provide name of the consulting engagement> 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 consulting services related to the assignment not later than the date indicated in Fact Sheet.

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

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

Yours sincerely,

Authorized Signature (*In full and initials*): _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form 6: Curriculum Vitae (CV) of Key Personnel

1. **Proposed Position** [*only one candidate shall be nominated for each position Expert*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
6. **Total No. of years of experience:** _____
7. **Total No. of years with the firm:** _____
8. **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):** _____

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

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

11. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:
12. **Membership of Professional Associations:**
13. **Employment Record** [*Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From (Year):

To (Year):

Purchaser:

Positions held: _____

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

16. Certification:

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

_____ Date: _____
(Signature of staff member or authorized representative of the staff) *Day/Month/Year*

Full name of Authorized Representative: _____

This page has been intentionally left blank.

Appendix II : Commercial Proposal Templates

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

Form 1: Covering Letter

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

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

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for <Title of Capacity Augmentation consulting services> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is exclusive of the local 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.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Financial Proposal

SUMMARY OF COSTS

Costs	Currency (Indian National Rupees)	Amount(s)
Total Amount of Financial Proposal		_____
		-

BREAKDOWN OF REMUNERATION PER ACTIVITY

S.N o.	Names	Position	Nos. (A)	Monthly Rates in INR (B) ¹³	Period (C)	Amount (INR) A X B X C
1.	<<Name>>	<Nos.>	<Nos.>	<<Rates>>	<tenure>	_____
2.	<<Name>>	<Nos.>	<Nos.>	<<Rates>>	<tenure>	
3.	<<Name>>	<Nos.>	<Nos.>	<<Rates>>	<tenure>	
						-

¹³ Excluding taxes

This page has been intentionally left blank.

Appendix III: Performance Bank Guarantee

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

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

And whereas it has been stipulated by in the said contract that the applicant/supplier 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, upto a total of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the

applicant/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs <<Insert Value>> (Rupees <<insert value in words>> only)**.
- II. This bank guarantee shall be valid up to <<insert expiry date>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written 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.

Templates

A : Template Agreement for Capacity Augmentation / Time & material engagement

Please refer **Annexure II** providing along with this document for the template.

This page has been intentionally left blank.

<Name of the proposed Consulting Engagement>

<File reference No.>

4.0

[Template Document for Request for Proposal for Empanelment]

S. No.	Particular	Details
1.	Start date of issuance / sale of RFP document	< Date >
2.	Last date for Submission of Queries	< Date >
3.	Pre-Bid Conference	< Date >
4.	Issue of Corrigendum	< Date >
5.	Last date for issuance / sale of RFP Document	< Date >
6.	Last date and time for RFP Submission	< Date >
7.	Date and time of opening of Pre-Qualification bids	< Date >
8.	Date and time for opening of Technical bids	< Date >
9.	Date and time for opening of Commercial bids	< Date >

4 Model RFP Document Request for Empanelment

Quite often there is a need felt to carry out an empanelment of Consulting Agencies to accelerate the process of procurement. Empanelment of consultants helps in a “mass selection process” by following a due process.

This is an apt procurement process where Department / Nodal Agency can pre-empt the requirement of a Consultants to be deployed by various other Government Departments, its Agencies or State Governments (as a part of Mission Mode Projects).

It needs to be appreciated that the empanelment can be of various types of empanelment which can be carried out depending on the predictability of effort required.

4.1 Various Types of Empanelment Processes

The Type of empanelment, relevance and key features of Empanelment are as follows:

	Type of Empanelment	Relevance	Key features of the RFP
1	Empanelment without any financials	In situations where there is low clarity on the nature of work, specific competence and effort. Post empanelment, the user departments use this list of empanelled consultants to carry out a limited tender.	<ul style="list-style-type: none"> – Is similar to the RFP for EOI document – This is more like a Registration of a Consultant – The Agreement is to executed subsequently once the results of the limited tender has been finalized
2	Rate Empanelment	In situations where there is no clarity on the effort required. However clarity exists in the nature of competence and the nature of work to be carried out by the Consultants. Post empanelment, the user departments can engage the consultants for capacity augmentation directly by evaluating the CVs proposed by the Consultants for deployment on their project.	<ul style="list-style-type: none"> – Is similar to the RFP for Capacity Augmentation, except <ul style="list-style-type: none"> ○ Commercial Bid evaluation ○ Combined and Final evaluation – The Agreement is similar to the template provided for Capacity Augmentation and is signed by the user Department/Agency (and not by the Nodal Agency which has carried out the

	Type of Empanelment	Relevance	Key features of the RFP
			empanelment process)
3	Fixed Price Empanelment for a Program/ Scheme	In situations where there is significant clarity on the nature of work, specific competence and effort required to execute the project	<ul style="list-style-type: none"> – Is similar to the RFP for Capacity Augmentation, except <ul style="list-style-type: none"> ○ Commercial Bid evaluation ○ Combined and Final evaluation – The Agreement is similar to the template provided for Deliverables based assignments and is signed by the user Department/Agency (and not by the Nodal Agency which has carried out the empanelment process)

4.2 Specific Clauses for Rate Empanelment RFP

4.2.1 Empanelment Guarantee

Within 7 days of the selected firms being intimated about their empanelment they are to submit an Empanelment Guarantee for Rs <Amount> lakhs in the form of unconditional, unequivocal and irrevocable Empanelment Bank Guarantee (BG) from any Scheduled Commercial Bank and valid for <Period> years from the date of empanelment and any applicable extension periods as may be mutually accepted.

[This is over and above the Performance Bank Guarantee, which would be signed separately with the user Department]

4.2.2 Period of Empanelment

The empanelment would be for an initial period of <Period> year, which may be extended by another year on the same terms.

4.2.3 Commercial Bid Evaluation

Only the Commercial bids of those bidders who qualify the technical evaluation stage will be opened. All other Commercial bids will be returned un-opened. The Commercial Bids (as per the formats provided in Model RFP Document for Capacity Augmentation (Time & Material), Appendix 2: Forms 1 & 2) of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned in this document.

Of the financial bids opened, the bidder with the lowest financial quote in each category shall be considered as L1. All the other technically qualified bidders will have to match their financials with the lowest rate (L1) for empanelment. It shall be obligatory on the part of the empanelled bidders to match the lowest rate (L1) in each category.

4.2.4 Final Evaluation

Out of the top <eight> technically successful bidders, agreeing to match the lowest rates (L1) in each category shall be empanelled for that particular category. The Government Department / States may award the consulting contract to any of the empanelled consulting Companies at the rates equal to lowest rate.

Also, each selected consultant may be engaged as a Consultant for a maximum of <Nos.> of **Department** *[or State]*

4.3 Specific Clauses for Fixed Price Empanelment for a Program/Scheme

4.3.1 Empanelment Guarantee

[This is over and above the Performance Bank Guarantee]

Within 7 days of the selected firms being intimated about their empanelment they are to submit an Empanelment Guarantee for Rs <Amount> lakhs in the form of unconditional, unequivocal and irrevocable Empanelment Bank Guarantee (BG) from any Scheduled Indian Bank and valid for <Period> years from the date of empanelment and any applicable extension periods as may be mutually accepted. The Bank Guarantee submitted as EMD will be discharged after the receipt of this Empanelment Guarantee from the firm selected for empanelment.

4.3.2 Period of Empanelment

The empanelment would be for an initial period of <Period> year, which may be extended by another year on the same terms.

4.3.3 Commercial Bid Evaluation

Only the Commercial bids of those bidders who qualify the technical evaluation stage will be opened. All other Commercial bids will be returned un-opened. The Commercial Bids (as per the formats provided in Model RFP Document for Consulting Assignment (Deliverable Based), Appendix 2: Forms 1 & 2) of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned in this document.

Of the financial bids opened, the bidder with the lowest financial quote in each category shall be considered as L1. All the other technically qualified bidders will have to match their financials with the lowest rate (L1) for empanelment. It shall be obligatory on the part of the empanelled bidders to match the lowest rate (L1) in each category.

4.3.4 Final Evaluation

Out of the top <eight> technically successful bidders, agreeing to match the lowest rates (L1) in each category shall be empanelled for that particular category. The Government Department / States may award the consulting contract to any of the empanelled consulting Companies at the Price equal to lowest rate.

Also, each selected consultant may be engaged as a Consultant for a **maximum of <Nos.> of Department [or State]**

[In case, this empanelment is being carried out for a Program/Scheme which involves States, it is advisable to categorize the States on the basis of complexity / Size / remoteness and peg the price as a percentage of the largest State. For e.g. If the category A States are the largest, the price for category B States the fee will be 90% and for category C States the fee will be 80% of the fee fixed for Category A States. The Commercial Bid would be on the basis of Category A State

All the technically qualified agencies agreeing to match the aforementioned prices shall be empanelled. The States/UTs shall award the consulting contract to any of the empanelled consulting firms at the “Value” and for the “Scope of Work” as finalized under this RFP process with <Nodal Agency> prescribing an upper limit on no. of states/UTs that may be assisted by an empanelled consultant.

Each selected consultant may be empanelled for a minimum of <Nos.> states and a maximum of <Nos.> States subject to the consultant meeting all the selection criteria as stipulated earlier in this document.