

Model RFP Template

For

Selection of Consulting Agencies for

Project Design & Development

For

Andhra Pradesh

National Institute for Smart Government



August 2015

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. These are not to be inputted / tinkered by the user
Nodal Agency	An agency which is responsible for executing the project and assists the Government Department /ministry in carrying out the RFP process. In case the Government department itself decides to carry out the RFP process and execute the project, then the term “Nodal Agency” should be replaced by the Department.
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.

Document Control

Document Title: Model RFP Template – Selection of Consulting Agencies - for APTS

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Abstract: Example: <<This document details the Model RFP Template for selection of Consulting Agencies for the implementation of e-Governance initiatives for APTS>>.

Document Publication History

(All revisions made to this document must be listed in chronological order, with the most recent revision at the top.)

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Structure of RFP Document (Deliverable based Assignment)

How do you use it?

This model RFP has been prepared for APTS 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 contractual agreement has been provided separately in **Annexure I**.

A reference document named “*Guidance Notes on RFP for selecting Consulting Agencies*”, hereafter referred as “*Guidance Notes*” is provided as a separate document, which will help the users of the model RFP template by providing relevant information.

What are typical contents of this RFP?

S .No.	Document Structure	Desirability	Reference
1.	Fact Sheet	Mandatory	[Refer Section 1]
2.	Background Information	Mandatory	[Refer Section 2]
3.	Instructions to Bidders	Mandatory	[Refer Section 3]
4.	Pre- Qualification	Mandatory	[Refer Section 4.1]
5.	Criteria for Technical Evaluation	Mandatory	[Refer Section 4.2]
6.	Criteria for Commercial Evaluation	Mandatory	[Refer Section 4.3]
7.	Scope of Work	Mandatory	[Refer Section 8]
8.	Deliverables & Timelines	Mandatory	[Refer Section 9]
9.	Payment Schedule	Mandatory	[Refer Section 10]
10.	Technical Bid Format	Mandatory	[Refer Appendix 1]
11.	Commercial Bid Format	Mandatory	[Refer Appendix 2]
12.	Checklist for Submission	Recommended	[Refer Appendix 1, Form 1 to 3]

Request for Proposal for Selecting Consulting Agencies
<Name of the proposed Consulting Engagement>

<File reference No.>

<Insert Date>

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

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1. Fact Sheet

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

Topic	Clause Reference
The method of selection is: <Insert Method of selection> [For guidance on method of selection please refer Section 5 of Guidance Notes]	<Section 4.4>
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 RFP document Fee of Rs. <Amount> by Demand Draft in favour of <Bank Account Name> and payable at <Location / City> from any of the scheduled nationalized / commercial bank OR downloaded from <website address> . However in this case, the bidders are required to submit the RFP document fee in the form of a demand draft (details mentioned in above para) along with the Bid.	<Section 3.4.2>
Earnest Money Deposit of amount <Amount> by Demand Draft in favour of <Bank Account Name> and payable at <Location / City> from any of the scheduled nationalized / commercial Bank OR Bank Guarantee as mentioned in Appendix 1- Form 3	<Section 3.4.3>
Procurement is for services linked to DELIVERABLE <Deliverable based>	<Section 9>
The assignment is phased: Yes _____ No _____ [If yes, indicate the phasing]	<Section 9>
A pre-bid meeting will be held by the Nodal Officer on <indicate date, time> at the following address: <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.	<Section 3.3>
Bids should be submitted in the following language(s): <Insert language>	<Section 3.5.2>

<p>The estimated number of professional staff-months required for the assignment is: <insert the estimated man months> <i>[Or :</i> <i>In the case of Fixed-Budget Selection, the Commercial Bid shall not exceed the available budget of: <insert the available budget>]</i></p>	
<p>Taxes: <As applicable></p>	<p><Section 10></p>
<p>Bids must remain valid for <days> days <i>[Normally between 60 and 90 days]</i> after the submission date, i.e., until: <insert the date></p>	<p><Section 3.7.2></p>
<p>Bidders must submit</p> <ul style="list-style-type: none"> i. An original and <one> additional copies of each bid along with <one> copy of non-editable CD for Prequalification & Technical Bid ii. One original copy of the Commercial Bid 	<p><Section 3.4.4></p>
<p>The bid should be submitted at the following address in person/registered post: <Name> <Designation> <Address> <Phone Nos.> <Fax Nos.></p>	<p><Section 3.5.3></p>
<p>Bids must be submitted no later than the following date and time: <insert the date and time></p>	<p><Section 3.5.3></p>

2. Background Information

[Please refer Section 3.3 of Guidance Notes for guidance on provisioning background information.]

2.1. Basic Information

- a) **<Name of the Nodal Agency>** invites responses/bids to this Request for Proposal (RFP) from Consulting agencies (hereafter referred as “Bidders”) for the provision of the e-Governance consulting services as described in **<Sections 8 and 9>** of this RFP, (hereafter referred as “the Services”). **<Name of the 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>** (hereafter referred as “the Term”).
- c) The **<Name of the Nodal Agency>** reserves the right to extend the Term period of up to **<insert relevant period>** with the same terms and conditions.
- d) Bids must be received not later than time & date, which are mentioned in the Fact Sheet. Bids that are received after these timelines WILL NOT be considered in this procurement process.

2.2. Project Background

[The “Project Background” should give project details around

- a) *Need for the solution/service*
- b) *Solution components/service area*
- c) *Expected outcome of the solution/service]*

2.3. Key Information

<The Introduction section should lay down:

- a) *Strategic Objective of the project*
- b) *When was the program initiated/sanctioned*
- c) *Background about the Government program / initiative to address the challenges, issues faced; etc.*
- d) *Project Dependencies*
- e) *Stakeholder Details*
- f) *The inputs /facilities which would be provided to the successful bidder on award of this contract>*

2.4. About the Department

<This section contains the organizational profile of the Government entity/Department which is the end buyer and implementer of the procured solution.

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

- a) Vision and organizational objectives*
- b) Manpower strength*
- c) Comprising divisions/directorates etc.*
- d) Organization structure*
- e) Activities of the Department*
- f) Geographical spread and operating locations>*

3. Instructions to the Bidders

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 **<Name of 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 **<Name of the Nodal Agency>**. Any notification of preferred bidder status by the **<Name of the Nodal Agency>** shall not give rise to any enforceable rights by the Bidder. The **<Name of 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 **<Name of the Nodal Agency>**.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2. Compliant Bids / Completeness of Response

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

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.

3.3.2. 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>** undertakes 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 Bids.

3.4. Key Requirements of the Bid

3.4.1. Right to Terminate the Process

- a) <**Nodal Agency**> may terminate the RFP process at anytime 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 not result <**Nodal Agency**> selecting the bidder to engage towards execution of the contract.

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 Nationalized / 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 Bid. Bids received without or inadequate RFP Document fees shall be rejected.

3.4.3. Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of < **insert Amount** > only, in the form of a Demand Draft OR Bank Guarantee (in the format specified in **Appendix I: Form 3**, issued by any scheduled Nationalized / Commercial bank in favor of <**Beneficiary Account name**>, payable at <**Location/city**>, and should be valid for <**Period**> months from the due date of the RFP. [Please refer section 3.5.4 of the Guidance Notes for guidance on Earnest Money Deposit]
- 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 submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:

- i. If a bidder withdraws its bid during the period of bid validity.
- ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

3.4.4. Submission of Bids

- a) The bidders should submit their responses as per the format given in this RFP in the following manner:
 - i. Response to Pre-Qualification Criterion : (1 Original + <1> Copies +<1>CD) in first envelope
 - ii. Technical Bid - (1 Original + <1> Copies +<1>CD) in second envelope
 - iii. Commercial Bid - (1 Original) in third envelope
- b) The Response to Pre-Qualification criterion, Technical Bid and Commercial Bid (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification Bid", "Technical Bid" and "Commercial Bid" 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 Bid or Technical Bid but should only be indicated in the Commercial Bid.
- d) The three envelopes containing copies of Pre-qualification Bid, Technical Bid and Commercial Bid 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 bid 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 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 bids.
- 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/her in respective CDs is identical to that submitted by him/her 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.

3.4.5. Authentication of Bids

The bid should be accompanied by a power-of-attorney in the name of the signatory of the Bid.

3.5. Preparation and submission of Bids

3.5.1. Bid 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 bid, 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.

3.5.2. Language

The bid 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.

3.5.3. Venue & Deadline for Submission of Bids

Bids, 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 Nodal Officer/Designation >
Name	< Nodal Agency >
Address	< Address with PIN code >
Telephone	< Telephone No. >
Fax Nos.	< Fax No. >
Email ids	< email id >
Last Date & Time of Submission	< Date > before < Time >

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.

3.5.5. Withdrawal, Modification & Submission of Bids

- a) The bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the <Nodal Agency> prior to the deadline prescribed for submission. All notices must be duly signed by an authorized representative and shall include a copy of authorization letter (power of attorney).

- b) A notice may also be sent by an electronic means such as fax or email, but in this case may include a scan of the mailing receipt showing both the sender's and receiver's address for the signed hardcopy of the notice, and a scan of the power of attorney
- c) The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
- d) Bids requested to be withdrawn in accordance with clause 3.5.5 (a) mentioned above, shall be returned unopened to the bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- e) No bid may be withdrawn, substituted or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the bidder in the bid submission form, or any extension thereof agreed to by the bidder.

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 to withdraw the deviation submitted.

The bid 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.

3.7. Bid Evaluation process

- a) <**Nodal Agency**> will constitute a Bid Evaluation Committee to evaluate the responses of the bidders
- b) The Bid 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 of the bid.
- c) The decision of the Bid 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 Bid Evaluation Committee may ask for meetings with the bidders to seek clarifications on their bids ¹
- e) The Bid Evaluation Committee reserves the right to reject any or all bids on the basis of any deviations.

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

¹ As per "Good practices", the evaluation process does not comprise of Slide Presentations, as it biases towards a particular bidder on the basis of good presentation. It may be noted that slide presentations are not contractually binding, unless a) they are communicated to the bidders b) video recorded to capture the entire proceedings

3.7.1. Bid Opening

The Bids submitted up to <**Time**> on <**Date**> will be opened at <**Time**> on <**Date**> 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 bid.

3.7.2. Bid Validity

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

3.7.3. Non-responsive Bids

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive if bids:

- i. are not submitted as specified in the RFP document
- ii. are received without the Letter of Authorization (Power of Attorney)
- iii. are found with suppression of details
- iv. are with incomplete information, subjective, conditional offers and partial offers submitted
- v. are submitted without the documents requested in the checklist
- vi. have non-compliance of any of the clauses stipulated in the RFP
- vii. are 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 Bid. 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 3.5 of Guidance Notes for guidance on Instruction to the Bidders]

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 4.8 of Guidance Notes for guidance on allowing Consortiums]

4. Criteria for Bid Evaluation

4.1. Pre-Qualification (PQ) Criteria

[It may be noted that the Pre-qualification criteria should be included in the RFP document only when EOI has not been carried out. For cases where short-listing of bidders has already been carried out through Expression of interest, a Pre-Qualification (PQ) criterion may not be included.]

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

[Please refer Section 4 of Guidance Notes for guidance on the Eligibility Criteria before finalization of the criterion]

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	Should be Company registered under Companies Act, 1956 or a partnership firm registered under <i>Limited Liability Partnership Act, 2008</i> ; Registered with the Service Tax Authorities; Should have been operating for the last three years. <i>[Please refer Section 4.7 of Guidance Notes for guidance on the PQ requirements on Registered Legal entity]</i>	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate
2	Blacklisting	<i>[Please refer Section 4.6 of Guidance Notes 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
3	Sales Turnover in Consulting [or IT Consulting, depending on the nature of work]	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>. 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	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor

		<p>associated maintenance services, implementation of packaged software etc. <i>[Please refer Section 4.1 of Guidance Notes for guidance on the PQ requirements of Sales Turnover in IT Consulting]</i></p>	
4	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>;</i> OR <i>Two projects of similar nature not less than the amount equal <value equal to 60% of estimated cost>;</i> OR <i>Three projects of similar nature not less than the amount equal <value equal to 40% of estimated cost></i> <Provide the definition of “similar nature” to bring in the relevance factor required for this project>. <i>[Please refer Section 4.2 of Guidance Notes for guidance on the PQ requirements of Technical Capability]</i></p>	<p>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</p>
5	Certifications	<p><i>[Please refer Section 4.5 of Guidance Notes for guidance on the PQ requirements of certifications]</i></p>	Copy of the Certification
6	Manpower Strength	<p><i>[Please refer Section 4.4 of Guidance Notes for guidance on the PQ requirements on Manpower Strengths]</i></p>	Self-Certification by the authorized signatory
7	Consortiums [if allowed]	<p>Bidder should be an individual organization. Consortiums are not allowed [if allowed, requirements under S.No 1 to 6 are to be provided for all secondary bidders]</p>	[if allowed, All relevant documents of S.no 1 to 6]

4.2. Technical Bid Evaluation

Bidders who meet the pre-qualifications criteria would be considered as qualified to move to the next stage of Technical and Commercial evaluations

[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]

4.2.1 Technical Evaluation Criteria

S.No	Criterion	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	<p><i>[Needs to be designed as per the requirements of the project.</i></p> <p><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 should not be taken into account)</i></p> <p><i>For a project to be carried out at the centre, may be awarded as follows :</i> <i>>6 offices: 5 marks</i> <i>3-6 offices : 3 marks</i> <i>2-3 offices: 1 mark</i> <i>(client specific / project specific offices should not be taken into account)]</i></p>	<5>	A self-certification from authorized signatory
	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</p>	<p>Equal to or more than 5 projects : 20 marks 4 Projects : 16 marks 3 Projects : 12 marks 2 Projects : 8 marks Less than 2 projects : 0 marks</p>	<20>	<p>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</p>

	<i>“similar” to bring in the relevance factor required for this project></i>			
	APPROACH & METHODOLOGY		<20>	
5	<p>Approach and Methodology to perform the work in this assignment :</p> <p>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</p> <p>2) Completeness and responsiveness: The extent to which the bid responds exhaustively to all the requirements of all the scope of work</p>		<5>	A note
6	Demonstration of understanding of the Department’s requirements	<p>Assessment to be based on :</p> <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	<p>Assessment to be based on :</p> <ul style="list-style-type: none"> – Overall Timelines – Resource assignments (relevance to the task assigned) – Dependencies 	<5>	A note
	RESOURCE PROFILE		<40>	
8	Resume of all consultants proposed for the	<i>[Marks to be awarded on the basis of the relevant experience of</i>	<40>	CVs

	<p>assignment <Provide the roles against which the CVs have to be provided by the bidders to bring in the relevance factor required for this project Also Provide the definition of “similar” to bring in the relevance factor required for this project></p>	<p><i>the proposed Staff.</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. 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. 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.]</p>		
	TOOLS & ASSETS	Case to case basis		
9	<p>Tools and Assets which could be leveraged for the assignment [for e.g. PMU Tool, SLA Monitoring Tool etc., depending on the relevance to the Scope of work]</p>		As per requirement	Note with appropriate supporting documents

[For further understanding on Evaluation of bids and the mechanisms suggested therewith, Please refer Section 5 of Guidance Notes]

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.

4.2.2 Technical Evaluation process:

The evaluation of the Technical bids will be carried out in the following manner:

- a. The bidders' technical proposal shall be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in **section on Technical Evaluation Criteria** of this RFP Volume II. The Bidders are required to

submit all required documentation in support of the evaluation criteria specified as required for technical evaluation.

- b. Department may seek additional information and clarifications from any or all of the bidders on the Technical Proposal. Any of the additional information or clarifications submitted by the bidder on the technical proposal should not have any commercial implications.
- c. The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process.
- d. The Technical Bids of only the pre –qualified bidders will be evaluated.
- e. The bid with the highest Technical score (T1) will be assigned 100%.
- f. Technical Scores for other bids will be normalized using the following formula:
Normalized Technical Score of a Bid(Tn) = {(Technical Score of the Bid/ Highest Technical Score (T1)) X 100} %(adjusted to 2 decimals)

Following will be the technical evaluation methodology:

- i. Each Technical Bid will be assigned a technical score out of a maximum of 100 points.
- ii. Only the bidders, who score above the minimum cut-off score in each of the sections AND score a total Technical score of 70 (seventy) or more, will qualify for the evaluation of their commercial bids.
- iii. The committee shall inform to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the commercial bids.

4.3. Commercial Bid Evaluation

- a) The Commercial Bids of technically qualified bidders will be opened on the prescribed date and time in the presence of bidder representatives.
- b) [*“Commercial Bids that are less than <30>% of the median price may be disqualified (the average bid price is computed by adding all Commercial Bid values of ALL the qualified bidders and dividing the same by the number of bidders”. Please refer to section no. 5.3 of Guidance Notes for guidance on rejection of bids.*]
- c) The bidder with lowest qualifying commercial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above).

Commercial Scores for other than L1 bidders will be evaluated using the following formula:

Commercial 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 :

- d) 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]
- e) Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- f) The bid price will include all taxes and levies and shall be in Indian Rupees.
- g) Any conditional bid would be rejected
- h) 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".

4.4. Combined and Final Evaluation

[Please refer Section 5.2 of Guidance Notes for guidance on bid evaluation process]

- a) The technical and commercial scores secured by each bidder will be added using weightage of <70%> and <30%> respectively to compute a Composite Bid Score. *[Quality and Cost Based Selection (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 commercial 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.

5. Appointment of Consultant

5.1. Award Criteria

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

5.2. Right to accept any bid and to reject any or all bids

<Nodal Agency> reserves the right to accept or reject any bid, and to annul the tendering process / Public procurement process and reject all bids 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

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 bid has been accepted. In case the bid 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.

5.4. Performance Guarantee

[Please refer section 3.5.4 of the Guidance Notes for guidance on 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 <no. of months> 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.

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 bid of the bidder between <**Nodal Agency**> and the successful bidder. The Draft Contractual Agreement is provided as a separate document as a template.

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 bids from the interested bidders. In such a case, <**nodal agency**> shall invoke the Performance Bank Guarantee (PBG) of the most responsive bidder.

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 bid 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, **<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 **<Nodal Agency>**, in regard to the RFP, including consideration and evaluation of such Applicant’s bid.
- 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 Letter of Intent (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 Letter of Intent (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 Letter of acceptance (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, commercial 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.

7. Conflict of Interest

- a) An applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy. 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 Bid, 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) *[Relevant guiding principles for identifying and addressing Conflicts of Interest have been illustrated in Section 4.10 of Guidance Notes for guidance on Conflict of Interest].* 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 other's information about, or to influence the Bid 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 project ²;

² 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)

- d) A 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 bids 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.

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 6 of Guidance Notes for guidance on Scope of Work]

9. Deliverables & Timelines

[Please refer Sections 6.4 and 7.1 of Guidance Notes]

[The Deliverables would be inherently linked to the Scope of work defined for the project. Please refer Section 6.4 of Guidance Notes for finalizing the deliverables. However for illustrative purposes, the Milestones of a typical consultancy assignment & timelines for end-to-end Consultancy support are provided here as an illustration:

S.No	Phase	Milestone	Timelines
1	Phase I	As-Is Status report Exit Criterion: This phase would end with the approval of the As-is Status report.	4 weeks
2	Phase II	<ul style="list-style-type: none"> - To-Be Processes maps & reports - Functional Requirement Specification (FRS) report - Best Practices report - Legal changes requirement report - Change Management Plan Report - Project Management Monitoring Report - Draft RFP Document - Detailed Project Report (DPR) (comprising of project budget and financial sustainability) Exit Criterion: This phase would end with the approval of the reports & RFP.	12 weeks
3	Phase III	- Bid Process Management Exit Criterion : This phase would end with the selection of the Most responsive bids from the RFPs submitted by Bidder	10 weeks
4	Phase IV	Periodic relevant Project Reviews, Statuses and Audit reports as per approved Project Management, Monitoring And Evaluation Plan in phase-III 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.	55 weeks
5	Phase V	User Acceptance Test (UAT) Exit Criterion: This phase would end with successful UAT and	16 weeks

		<i>submission of the Acceptance Report</i>	
6	Phase VI	<i>Project Appraisal and Future Roadmap Report Exit Criterion: This phase would end with the submission of the reports.</i>	4 weeks

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

10. Payment Schedule

[The Payment Schedule would be inherently linked to the Scope of work (deliverables or phases) defined for the project. Please refer Section 7 of Guidance Notes 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]

Sl.	Phase	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%

Sl.	Deliverables	Fee (as % of Contract Value) (illustrative)
1	Deliverable I	10%
2	Deliverable II	15%
3	Deliverable III	20%
4	Deliverable IV	50%
5	Deliverable V	10%

Note: The payment schedule can be either deliverables based or can be linked to phases of scope of work.

Payment Terms & Conditions

- a. The taxes would be paid as extra as per 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]

11. Support to be provided by <Name of the 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]*

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]

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 Bid shall comprise of following forms:

Forms to be used in Pre-Qualification Bid

[These forms (form no. 1 to 3) are to be included only when EOI has not been carried out. For cases where short-listing of bidders has already been carried out through Expression of interest, these forms may not be included.]

Form 1: Compliance Sheet for Pre-qualification Bid

Form 2: Particulars of the Bidders

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

Forms to be used in Technical Bid

Form 4: Compliance Sheet for Technical Bid

Form 5: Letter for Bid submission

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 Bid

(The pre-qualification bid 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 bid)

S.No	Basic Requirement	Required	Provided	Reference & Page Number
1	RFP 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	Earnest Money Deposit (EMD)	Demand Draft / Bank Guarantee (Appendix I : Form 3)	Yes / No	
4	Particulars of the Bidders	As per Appendix I : Form 2	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 – please refer to section no. 4.5 of the Guidance Notes]</i>	Yes / No	
8	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate	Yes / No	
9	Manpower Strength	Self-Certification by the authorized signatory	Yes / No	
10	Blacklisting	A self-certified letter <i>[Optional, till the blacklisting process has been institutionalized by DIT, GoI]</i>	Yes / No	
11	Consortiums	No Consortiums [in case consortiums are allowed, details of Secondary bidders for S.No. 4 to S.No 10 are mandatory]	Confirmation that the bidder is bidding as a single entity [Yes/No]	

Form 2: Particulars of the Bidders

SI No.	Information Sought	Information to be furnished
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited, etc.)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Details of registration with appropriate authorities for service tax	
8	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

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

<Location, Date>

To,
<**Name of the Nodal Officer**>
<**Designation**>
<**Name of the Nodal Agency/Department**>
<**Address**>
<**Phone Nos**>
<**Fax Nos**>
<**e-mail ids**>

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 << Name of the Bank>> 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 Bid

(The Technical bid 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 bid)

S.No	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1	Covering Letter for Technical Bid	As per Appendix I : Form 5	Yes / No	
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 INR 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 Appendix I : Form 6 & 7)	Yes / No	
6	Deviations (if any)	Appendix I : Form 8	Yes / No	

7	Team Composition (As per requirement specified in Technical evaluation)	CV & a Note (Appendix I : 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/Asset	Yes / No	

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

Form 5: Letter for Bid submission

<Location, Date>

To:

<Name of the Nodal Officer>

<Designation>

<Nodal Agency/Department>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the 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 Bid. We are hereby submitting our Bid, which includes this Technical bid and the Commercial bid sealed in separate envelopes.

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

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

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

We understand you are not bound to accept any bid 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 Bid. 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:

Bidders 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.

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

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 Bid>>

B – Any other areas

Form 9: Team Composition and their Availability

Organization and Staffing: In this form, the structure and composition of the team should be proposed. The main disciplines of the assignment, the key expert responsible, and proposed technical staff should also be listed here.

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 bid	End Date of the Assignment (as estimated on the date of submission of this bid)	% Time Commitment
Name of the Resource 1			
Name of the Resource 2			
Name of the Resource 3			

(Any information withheld / misrepresented, 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):

Purchaser:

Positions held: _____

14. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

15. Relevant work undertaken that best illustrates the experience as required for the role (provide maximum of 6 citations of 10 lines each)

(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')

Name of assignment or project:

Year: _____

Location: _____

Purchaser: _____

Main project features:

Positions held: _____

Value of Project (approximate value or range value):

Activities performed: _____

16. Certification:

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

Date: _____

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

Full name of Authorized Representative: _____

Form 11: Deployment of Personnel

S.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	
1																
2																
3																
4																
N																

1. For 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 Bid Templates

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

Form 1: Covering Letter for Commercial Bid

Form 2: Commercial Bid Template

Form 1: Covering Letter for Commercial Bid

<Location, Date>

To:

<Name of the Nodal Officer>

<Designation>

<Name of the Nodal Agency/Department>

<Address>

<Phone Nos.>, <Fax Nos.>

<email id>

Subject: Submission of the Commercial 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 Bid - Technical and Commercial Bids. Our attached Commercial Bid is for the sum of <<Amount in words and figures>>. This amount is inclusive of OPEs, Miscellaneous expenses & Service taxes.

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

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

We understand you are not bound to accept any Bid 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 Commercial Bid (A)		
2	Out of Pocket Expenses (B)		
3	Miscellaneous Expenses (C)		
4	Service Tax (Applicable rate X (A+B+C))		
	Total (A+B)		

Form 2B: Breakdown of Price per Activity *

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

* 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) **

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

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

Form 2D: Estimate of Out of Pocket Expenses

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

Form 2E: Miscellaneous Expenses

S no	Description	Unit	Quantity	Unit Price INR	Amount INR
1	Software/project management tool				
2	< <i>Any others, please specify</i> >				
3					

Total (Should be equal to "C" in Form 2 A)					

Appendix III: Performance Bank Guarantee

<Location, Date>

<Name of the Nodal Officer>
<Designation>
<Name of the Nodal Agency/Department>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

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

And whereas it has been stipulated by in the said contract that the applicant 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 applicant, up to a total of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the applicant 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 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 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.

Annexure I

Template of Contract Agreement for Consulting Services

Agreement for providing consulting services <Name of the consulting assignment> for
<Name of the Department>, Government of Andhra Pradesh

THIS AGREEMENT is made this <Insert Date> by and between:

- (i) <Name of the Nodal Agency>, Government of Andhra Pradesh, having its Office at <Insert Address including the PIN code> (hereinafter referred to as “<Nodal Agency>”, which expression hereof covers its successors, administrators and assigns) represented through <Insert the designation of Authorized Representative of Nodal Agency>, <Name of Nodal Agency>, who is duly authorized by <Name of Nodal Agency> to execute this agreement of the FIRST PARTY;

AND

- (ii) <Name of Consulting Firm>, a company registered under the Companies Act, 1956 having its Registered Office at <Insert complete address including PIN code> (hereinafter referred to as the “<Consultant>”, which expression covers its successors, administrators and assigns) represented through <Designation of the Authorized Representative>, who is duly authorized by the Consultant to execute this agreement of the SECOND PARTY.

WHEREAS

- A. <Name of the Department>, Government of Andhra Pradesh (GoAP) intends to implement <Name of the project> Project in an integrated and coordinated manner.
- B. In order to implement the <Name of the project> Project, <Name of the Department>, GoAP seeks consulting services in <insert the brief scope of work of the consulting assignment>.
- C. This agreement is based on the proposal submitted by Consultant to <Name of the Nodal Agency> in response to <Nodal Agency>'s call for proposal vide <Insert the RFP ref. no.> dated <Insert RFP date>.
- D. Consultant, having represented to <nodal agency> that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Agreement.
- E. Subject to the scope, deliverables, terms, and conditions stipulated herein, Consultant will provide assistance through consultancy services in designing & development <name of the project> hereinafter referred to as the "Project".

NOW THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATION SET OUT HEREIN, THE PARTIES DO HEREBY AGREE AND AFFIRM HERE AS UNDER AND THIS AGREEMENT AS FOLLOWS:

Article I- Definitions & Interpretation

- i. Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:
- ii. **"Agreement"** Shall mean this Agreement together with all its schedules, appendices and annexure and any amendments thereto made in accordance with the provisions herein and the RFP dated <insert RFP date>.
- iii. **"Agreement Period"** shall mean the period between the effective date of the Agreement and the completion of all activities to fulfill the requirements of the scope & deliverables of Project as described in this Agreement.
- iv. **"Contract Price"** means the price to be paid for the performances of the services in accordance with **Article –IV**.
- v. **"Deliverables"** means the documents specifically developed for <nodal agency> and agreed to be delivered by Consultant in pursuance of the agreement.
- vi. **"Effective Date"** means the date on which parties sign this agreement.
- vii. **"Force Majeure"** For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances.
- viii. **"Month"** means English Calendar month.
- ix. **"NODAL AGENCY"** shall refer to the <Name of the Nodal Agency> with its office at <insert complete address>.
- x. **"Personnel"** means persons hired by the consultant and assigned to the performances of the services or any part thereof.
- xi. **"Parties"** means the <NODAL AGENCY> and Consultant for the purposes of this Agreement.
- xii. **"PROJECT"** means the <Name of the project> of Government of Andhra Pradesh contracted with Consultant for providing consulting services as per the scope of work defined under the Agreement.
- xiii. **"Proposal"** means the proposal submitted by Consultant for designing & development of <Name of the project> for Government of Andhra Pradesh.
- xiv. **"Services"** means the work to be performed by the consultant pursuant to this agreement as described in Annexure-I (a).

- xv. **"RFP"** mean the Request for Proposal document issued by <NODAL AGENCY> on <insert RFP date> for the purpose of selecting consulting firm for designing & development of the project.
- xvi. **"Week"** means English Calendar Weeks.
- xvii. **"In Writing"** means communicated in written form with proof of receipt.
- xviii. **"Other Terms used in this Agreement"** means Any terms used in this Agreement but not defined under this clause shall have the same meaning as assigned to such tem under the Information Technology Act, 2000 (as amended from time to time) and the Companies Act, 1956 (as amended from time to time).

Article II- Scope of Work & Deliverables

- 2.1 It is agreed between the Parties that Consultant will carry out activities of the project in order to deliver the scope of services as described in detail in **Annexure I(a)** of this Agreement.

Article III- Project Schedule

- 3.1 Consultant will complete the activities under scope of work with in a period of <insert no. of weeks> weeks from the date of project kick- off meeting.
- 3.2 "T" as indicated below for timelines shall be the date of project kick-off meeting. The due date for the key deliverables will be [*as illustrated below*]:

SI No.	Key Deliverables	Due date
1	AS- IS Study Report	T + 8 weeks
2	Bench Marking Report	T + 8 weeks
3	To- Be Study Report	T + 14 Weeks
4	Solution Design Report	T + 18 weeks
5	Project Implementation & Management Strategy Report	T + 20 weeks
6	Change Management Report	T + 20 weeks
7	Detailed Project Report	T + 24 weeks

- 3.3 Consultant shall prepare a work plan in conformity to the above requirement of timelines by engaging adequate resources and by undertaking the activities in parallel as required.
- 3.4 The date of satisfactory completion of services shall be the date on which NODAL AGENCY accepts by issuing an appropriate certificate of satisfactory completion of services.

Article IV- Contract Price & Terms of Payment

- 4.1 The parties agree that for providing their professional services for completing the project, Consultant shall be paid an all-inclusive fee of Rs <Insert amount in figures> (Rupees <insert amount in words> only).
- 4.2 The amount specified above is inclusive of all taxes, duties and expenses which are to be incurred by Consultant.
- 4.3 The schedule of payment of professional fees by the NODAL AGENCY to the Consultant in consideration of the services rendered by the Consultant shall be [**as illustrated below**]:

Payment Number	Payment Terms	% of Payable Payment
1	On submission of Inception Report	20
2	Final submission of As Is Assessment Report, Benchmarking Report & To be Study Report	20
2	Final submission of Solution Design, Project Implementation & Management Strategy Report, Change Management & Capacity Building Report	30
3	Final submission DPR	30

- 4.4 Any change or increase in any duties, taxes, fees shall be to the account of Consultant, and the stipulated professional fees shall not be subject to change on account of any such increase, change or modification, except if agreed in writing between the parties.

Article V- Delivery & Acceptance

- 5.1 The deliverables of this assignment are described in **Annexure I(a)** of this agreement. Consultant will submit all the deliverables in both soft & hard copy.
- 5.2 Deliverables will be deemed accepted by the NODAL AGENCY only when certified so in writing by the NODAL AGENCY. However, the NODAL AGENCY shall provide the feedback within two week from the date of submission of the deliverable.
- 5.3 The NODAL AGENCY shall revert back to the consultant within <insert no. of weeks> weeks of submission of the deliverables by the consultant for conveying acceptability or otherwise of the deliverables.
- 5.4 Any queries with regard to the deliverables will need to be answered by the Consultant within a week from the receipt of the queries.
- 5.5 In case the NODAL AGENCY do not convey the acceptability or otherwise of deliverables within <insert no. of days> days of submission of the deliverables; the deliverable will be considered to have been accepted.
- 5.6 The liability of the NODAL AGENCY to make payments to Consultant shall commence only after due acceptance of the deliverables by the NODAL AGENCY.
- 5.7 Consultant will raise the invoice towards payment only after due acceptance of the deliverables by the NODAL AGENCY. The NODAL AGENCY would make payments as per Terms of Payment specified in **Article IV**. However, such acceptance shall be completed within three weeks from the date of submission.

Article VI- Responsibilities of NODAL AGENCY

- 6.1 Provide strategic direction to the engagement.
- 6.2 Periodically review the progress of the Engagement.
- 6.3 Review all the work products of the consultant, including but not limited to surveys, questionnaires, intermediate and draft reports, work-in-progress products. The NODAL AGENCY may take the assistance of external Domain experts to review the deliverables submitted by the consultant.
- 6.4 The NODAL AGENCY would be responsible to make payments to the consultant for this assignment.

Article VII- Responsibilities of Consultant

- 7.1 Consultant shall be responsible to carry out the tasks as defined under the scope of work & deliverables in **Article II & Annexure – I(a)**.
- 7.2 Consultant will submit a Weekly Status Report (WSR) to the NODAL AGENCY on the first working day of the following week.
- 7.3 The Consultant shall strive to ensure that the quality of the documents delivered conforms to the best standards in terms of their precision, accuracy, reliability and usability.
- 7.4 Consultant shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
- 7.5 The Consultant shall deploy a team of professional as mentioned in the **Annexure – I(b)** for meeting the requirements of the scope to the satisfaction of the NODAL AGENCY, GoAP. The Consultant shall deploy those resources on an exclusive basis and as indicated in their proposal submitted to the NODAL AGENCY, in order to ensure that the project is completed as per timelines indicated in **Article III**.
- 7.6 The Consultant shall share with the NODAL AGENCY all intermediate documents, drafts, reports, surveys and any other item related to this assignment. No work products produced by the consultant for this engagement should be deemed as proprietary and non-shareable with the NODAL AGENCY by the consultant. The Consultant shall deliver draft reports to the NODAL AGENCY, within the timelines committed to enable the timely completion of the project.
- 7.7 Consultant shall always act, in respect of any matter relating to this agreement, as faithful advisors to the NODAL AGENCY and shall at all times safeguard and support the NODAL AGENCY's legitimate interests in any dealings with third parties.
- 7.8 Consultant shall advise the NODAL AGENCY appropriately in the matter of conducting the various events required to be held during the course of the project.
- 7.9 The Consultant shall hold the NODAL AGENCY's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

Article VIII- Penalty for Non Performance

- 8.1 The Project, which is the subject matter of this agreement, is required to be completed within the timeframe specified in this agreement.
- 8.2 In case, there is a delay by Consultant for more than <insert no. of days> days from the Project Milestones schedule as stated in **Article III**, due to reasons solely attributable to consultant, a penalty shall be imposed upon Consultant. However, overall penalties for the scope of services under this contract, under any circumstances, shall not exceed <insert percentage value>% of the contract value. Any direct or resultant delay attributable to or arising out of any issue escalated by Consultant Project team to the NODAL AGENCY for action or decision shall not be considered by the NODAL AGENCY for imposition of penalty;
- 8.3 Prior to imposition of any penalty, the NODAL AGENCY shall provide a 30 days' notice, in writing, explaining the delay for which the penalty is proposed to be imposed. On receiving the notice, consultant shall share with the NODAL AGENCY the facts and circumstances which led to the delay and make a good faith attempt to address, to the mutual satisfaction of both parties, the outstanding issues between the parties which have led to such notice being issued;
- 8.4 For this purpose, the non-delivery of any one of the components in each deliverable would constitute delay.

Article IX- Consultant's Personnel

- 9.1 The Consultant shall deploy resources on an exclusive basis for the period mentioned in the contract and as indicated in their proposal and subsequent clarifications submitted to the NODAL AGENCY, in order to ensure completion of the project as per timelines indicated in **Para 3.2**. The name, position assigned, agreed job descriptions, and estimated periods of engagement of the Consultant's Personnel for carrying out of the Services are described in **Annexure-I(b)**.
- 9.2 Except as the NODAL AGENCY may otherwise agree, no changes shall be made in the proposed Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- 9.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

- 9.4 The consultant shall obtain the NODAL AGENCY's prior approval in writing before appointing such members of the Personnel not listed by name in **Annexure-I(b)**.
- 9.5 Neither party shall during the period of the Project Agreement pursuant to this Agreement and for a period of six months thereafter solicit for employment, nor offer employment to, nor enter into any contract either independently or via a third party for the services with, any personnel employed by the other party for the project during that period.

Article X- Provisions for Modifications

- 10.1 Both the parties agree to make suitable amendments, various modifications to this agreement including variation of the scope of the Services by mutual agreement as necessary, provided that no modification, amendment or variation of any provision of this agreement shall be effective unless the same has been approved in writing by each of the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 10.2 Any reference to this agreement shall be construed as a reference to such agreement, as the same may from time to time be amended, varied, modified, and supplemented.

Article XI- Confidentiality

- 11.1 All proprietary information, correspondence and documentation. exchanged between the parties in relation to design & development of the Project and the performance of tasks by Consultant shall be absolutely confidential and considered as privileged by the Parties and disclosed only to their respective officers or members of committees on a need-to-know basis.
- 11.2 The NODAL AGENCY may use the information, questionnaires, deliverables provided by Consultant in connection with the project, in any appropriate manner as deemed fit, for the purpose of furtherance of the e-Governance.
- 11.3 Except with the prior written consent of the NODAL AGENCY, the Consultant and their Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and their Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 11.4 Consultant shall treat all confidential information provided to it or obtained otherwise in connection with the Project as confidential and not use the same

partially or totally for any purpose other than that of the agreement without the prior written approval of the NODAL AGENCY.

- 11.5 Notwithstanding the above, the Consultant assume the right to use reference in proposals or other similar submissions made to other prospective clients, unless the NODAL AGENCY expressly prohibits such disclosure.
- 11.6 Save as set out above or as required by law, Court or arbitration proceedings, regulations, professional duty or as is required by regulatory authorities or as is necessary to protect their own legitimate interests, the Consultant shall not disclose any confidential information relating to the project which it obtains during the course of the engagement to any other person.

Article XII- Intellectual Property Rights

- 12.1 All plans, drawings, specifications, designs, reports, presentations & other documents submitted by the Consultant under this Agreement shall become and remain the property of the NODAL AGENCY and the Consultant shall deliver all such documents to the NODAL AGENCY. However, the NODAL AGENCY shall pay consultant the full amount for receiving the title on the deliverables/work products submitted under this engagement.
- 12.2 The Consultant has created, acquired or otherwise has rights in, and may, in connection with the performance of the Proposed Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; generalized features of the structure, sequence and organization of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems (collectively, the “<Name of the Consulting Agency> Technology”). To the extent that any such <Name of the Consulting Agency> Technology is contained in any of the Deliverables, the Consultant hereby grants the NODAL AGENCY, upon full and final payment to the Consultant hereunder, a royalty-free, fully paid-up, worldwide, non-transferable, non-exclusive license to use the work products created/generated for this project from such <Name of the Consulting Agency> Technology.

Article XII- Limitations of Liability

- 13.1 Other than the NODAL AGENCY's obligations to make payments that are due and owing under this Agreement, a party's and its affiliates' entire and collective liability, including that of Consultant's, arising out of this Agreement shall in no event exceed the amounts paid to Consultant under this Agreement. NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.
- 13.2 Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of Consultant, regardless of the form of claim, shall not exceed the total project fees received under this project.

Article XIV- Force Majeure

- 14.1 Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to delays caused by the other party's delay or failure to perform, acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions.
- 14.2 No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this article, unless such party themselves are prevented from performing their obligations due to such event.
- 14.3 The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event.
- 14.4 During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by an event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder, except for payment of any amounts then already due and payable.
- 14.5 The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable

alternative measures in order to carry out the terms and conditions of this Agreement, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

14.6 Consultant shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure.

14.7 Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

14.8 In case the period of Force Majeure continue for more than sixty (60) days, either party may terminate this Agreement without liability to the other party, except for payments due as of the termination date, upon giving written notice.

Article XV- Dispute Resolutions

15.1 The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

15.2 The disputes which can not be resolved through the informal mechanism within 30 days from the commencement of negotiations, the dispute will be referred to arbitration under the Arbitration and Conciliation Act, 1996 and a sole arbitrator to be appointed by mutual consent of both the parties herein.

15.3 In the event the parties cannot agree to sole arbitrator, a panel of three arbitrators, each to be appointed by one party and the third one by the two appointed arbitrators under the Arbitration and Conciliation Act, 1996 whose decision shall be final and binding on the parties. The Arbitration proceedings will be held at <Name of the City>, Andhra Pradesh, India.

15.4 However, during the period of doubt, disagreement or dispute, both parties shall ensure that the agreement is performed in a reasonably normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either party to interfere in or prevent normal performance of the obligations hereunder. In such cases, the NODAL AGENCY shall pay all outstanding invoices during the pendency of the dispute.

15.5 This Agreement shall be governed by the laws of India. All the courts in <Name of the City> shall have jurisdiction to try the disputes under this Agreement.

Article XVI- Miscellaneous Provisions

16.1 Affirmation

The parties declare and affirm that neither party nor its directors, employees, any of its agents have paid not have undertaken to pay and that in the future not pay any unlawful commission, bribe, pay off, kick-backs that it has not in any other way or manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad, or in any other manner given or offered to give any gifts and presents in India or abroad to any person to company to procure this Agreement. The parties undertake not to engage in any of the said or similar acts during the term of and relative to this Agreement.

16.2 Assignment

This Agreement shall not be assigned by either party other than by mutual agreement between the parties in writing.

16.3 Amendment

This Agreement cannot be amended except by a written consent between parties.

16.4 Headings

The headings contained in this agreement are used solely for convenience and do not constitute a part of this Agreement. Nor shall headings be used in any manner to aid in the construction of this Agreement.

16.5 Relationship of the parties

This agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking, or act on behalf of or to act as or be an agent or representative of, or to otherwise bind, the other party.

16.6 Survival

All provisions of this Agreement, which are expressly or by implication to come into or continue in force and effect after the expiration or termination of this Agreement shall remain in effect and be enforceable following such expiration or

termination not exceeding three years from the date of expiration or termination.

16.7 Compliance with Laws & Regulations

For the avoidance of doubt the obligations of the Parties to this Agreement are subject to their respective compliance with all applicable laws and regulations of India.

Article XVII- Communications/Notices

17.1 Any notice under this agreement shall be in writing and shall either be delivered personally or sent by registered post, telex, facsimile transmission, electronic mail or other means to the relevant address set out below (or to any replacement address notified to the other party by notice from time to time).

<Name of the Nodal Agency>

<Full Address with PIN Code>

(AP) INDIA

Telephone: <Telephone Number(s)>

Fax: <Fax Number(s)>

<Name of the Consulting Agency>

<Full Address with PIN Code>

Telephone: <Telephone Number(s)>

Fax: <Fax Number(s)>

17.2 Any notice shall be deemed to be given at the time when it was actually delivered, sent by facsimile or within 48 hours after the time it was mailed to the recipient at the relevant address (as it may be amended in accordance with this article).

- 17.3 Either Party to this Agreement may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

Article XVIII- Jurisdictions

- 18.1 This agreement shall be governed by and construed by in accordance with the laws of India and the Courts of <name of the City> shall have the jurisdiction.
- 18.2 If any provision of such terms or engagement letter is found by a Court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

Article XIX- Severability & Re-negotiation

- 19.1 Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and un-enforceable by final and un-expellable order of any court of competent jurisdiction or any arbitral body pursuant to the provisions of arbitration hereof, such decision shall not affect the validity of the remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement has been executed with the invalid or unenforceable provisions hereof eliminated.
- 19.2 In the event any such provision of the Agreement is so declared invalid or unenforceable, the parties shall promptly renegotiate in good faith new provisions to eliminate such invalidity or un-enforceability and to restore this Agreement as near as possible to its original intent and effect.

Article XX- Annexure to the Agreement

The parties agree that all the schedules, appendices and annexure and any amendments thereto made in accordance with the provisions herein and the RFP dated <insert RFP date> form a part of this agreement and will be in full force and effect as though they were expressly set out in the body of this agreement.

Article XXI- Termination

21.1 Either party may terminate the entire Agreement upon thirty (30) days written notice to the other **ONLY** in the event that the other party commits a **material breach** of the Agreement.

21.2 In the event that a Party is in material breach of its obligations under this Agreement and fails to cure such breach during the rectification period stated in clause no. 21.4 & 21.5, such aggrieved Party may terminate this Agreement upon written notice to the other Party.

21.3 Any notice served pursuant to this Article shall give reasonable details of the material breach, which could include the following events and the termination will become effective.

21.4 By the NODAL AGENCY

The NODAL AGENCY may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 21.4. In such an occurrence the NODAL AGENCY shall give a not less than thirty (30) days written notice of termination to the Consultant.

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the NODAL AGENCY may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days

(d) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause XV hereof.

21.5 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the NODAL AGENCY, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (b) of this Clause 21.5.

(a) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- (b) If the NODAL AGENCY fails to comply with any final decision reached as a result of arbitration pursuant to Clause XV hereof.
- 21.6 Upon termination of the contract, the NODAL AGENCY shall be at liberty to appoint a new party in place of Consultant to perform the outstanding deliverables to be delivered as per the terms of the present contract. Consultant shall be under an obligation to furnish all the data, material, records, and documents. in its possession, or in the possession of any of its personnel with respect to the present project and contract to the NODAL AGENCY within four days of the demand being made in writing by the NODAL AGENCY.
- 21.7 In case, the NODAL AGENCY finds it necessary to abandon the work and terminate the services of Consultant before the completion of the work, at any stage, for reasons which are not wholly attributable to Consultant, it may be done after making payments to Consultant for the services actually rendered for carrying out the work till the date of termination and Consultant shall provide the NODAL AGENCY with any report or part thereof or any other information and documentation gathered under this Agreement prior to the date of such termination.

Article XXII- Tenor of Agreement

The Parties agree that this agreement shall come into force on the date it is executed and shall subsist until completion of project, or till such other date as may be mutually be agreed upon.

The Parties agree to be bound by the terms and conditions of this agreement and in witness whereof they have signed it through their authorized representative on this <Insert Agreement Date>.

For and on behalf of

For and on behalf

<Name of the Nodal Agency>
Government of Andhra Pradesh
NODAL AGENCY

<Name of the Consulting Agency>

<DESIGNATION OF THE AUTHORIZED PERSON>
AUTHORIZED PERSON>

<DESIGNATION OF THE

Date: <Insert Agreement Date>

Date: <Insert Agreement Date>

Place: <Insert City>

Place: <Insert City>

Witnessed by

Witnessed by

1.

1.

2.

2.

Annexure- I (a) Scope of Work & Deliverables

The role of the consultant would be supporting the NODAL AGENCY in design & development of the project in tune with the ***project objectives, functional and geographical scope of the project furnished in the following paragraphs.***

1.1 Stakeholders

The consultant shall interact with ***the following key stake holders:***

<List the key stakeholders of the project>

1.2 Geographical Scope

The consultant is required to visit and study ***the following offices and location:***

<list of offices and locations>

NODAL AGENCY, GoAP will finalize the actual locations to be visited, will provide names of personnel responsible at each location and their contact details and will communicate to them about the visits and its purpose.

1.3 Functional Scope

<Please insert the name of the functions/systems required to be studied>

[Below is the illustrated list of functional scope:

Financial Management- Item wise budget planning and expenditure tracking with a provision of approvals/workflow.

HR Management- Information on sanctioned strength, staff in position and vacancies, personal details of staff, promotions, transfers, deputations, trainings and pay related details of different categories of permanent & contractual staff.

Programme/Scheme Management- budgeting, expenditure and monitoring of progress of both state & centrally sponsored schemes/programmes.]

1.4 <Scope of Work>

[The illustrated examples of scope of work under consulting services in e-Governance projects are as follows:

- AS-IS assessment
- To-Be report
- National & International Best Practices study
- Change Management & Capacity Building Plan
- Functional & Solution Architecture
- Request for Proposal Document (RFP)
- Detailed Project Report (DPR)
- Project Management & Governance System]

Annexure- I(b)- Consultant’s Personnel Details

S No.	Name of the staff	Area of expertise	Position assigned	No. of weeks of Involvement in the Project	Task assigned
1					▪
2					▪
3					▪
4					▪
5					▪
6					▪
7					▪
8					▪

