

RFP for Selection of Verification Agency for verification of claim applications received under MSIPS (Modified Special Incentive Package Scheme).

RFP release date: 03-11-2023

Last date of Proposal submission: 28-11-2023

Government of India
Ministry of Electronics & Information Technology
(MeitY) Electronics Niketan, 6, CGO Complex,
Lodhi Road, New Delhi – 110003

Table of Contents

1. Section 1: - Invitation for Proposal	5
2. Section 2: Overview	6
3. Section 3: Purpose	7
4. Section 4: Scope of work (MSIPS)	7
5. Section 5: Proposed schedule for completing the assignment	8
Table 1: Milestones & timelines	8
6. Section 6: Payment schedule	9
7. Section 7: Duration of Contract	11
8. Section 8: Eligibility criteria	11
9. Section 9: Evaluation & Award criteria	11
9.1 Technical Evaluation.....	12
Table 2: Technical Evaluation marking scheme	12
9.2 Financial evaluation	13
Table 3: Financial Bid template.....	13
9.3 Final evaluation and ranking.....	14
10. Section 10: Instructions to Bidders	15
10.2 Completeness of response	15
10.3 Proposal preparation costs	15
10.4 Bidder enquiries & clarifications	15
10.5 Amendment to RFP	16
10.6 MeitY has right to modify submission deadline	16
10.7 MeitY has right to terminate the process	16
10.8 MeitY has right to accept / reject all / any proposals	17
10.9 Earnest money deposit (EMD)	17
10.10 Submission of bids	18
10.11 Venue and deadline for submission	18

10.12 Documents comprising the bid	19
10.13 Negotiations and contract finalization	19
10.14 Notification of award	19
10.15 Signing of contract	20
10.16 Performance bank guarantee (PBG)	20
10.17 Failure to abide by the terms & conditions of RFP / contract	20
11. Section 11: General Terms & Conditions	20
11.1 Applicability	20
11.2 Standards of Performance	20
11.3 Currency of Payments	21
11.4 Change Orders	21
11.5 Contract Amendment	21
11.6 Delay in selected bidder's Performance	21
11.7 Liquidated damages	22
11.8 No Claim Certificate	22
11.9 Force Majeure	22
11.10 Governing Language	23
11.11 Applicable Law	23
11.12 Firm Prices	23
11.13 Deduction	23
11.14 Confidentiality	23
11.15 Documents prepared by the selected bidder	24
11.16 Non-Blacklisting Declaration	24
11.17 Cancellation of the contract	25
11.18 Conflict of Interest	25
11.19 Organizational Conflict of Interest	25
11.20 Termination	26

11.21 Cessation of Services 27

11.22 Limitation of liability 27

11.23 Conciliation 27

11.24 Arbitration 27

Annexure-1 29

Annexure-2 32

Annexure-3 33

Annexure-4 34

Annexure-5 37

1. Section 1: - Invitation for Proposal

- 1.1 Bidder are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 1.2 This RFP document is not transferable. The details of EMD, dates, deadlines are as given below:

S. No.	Information	Details
1.	RFP release date	03-11-2023
2.	Bid validity period	180 days from the last date (Deadline) of submission of proposals.
3.	Pre-bid conference	16-11-2023 at 2:30 PM in conference Room #4009 at MeitY
4.	Last date (deadline) for submission of bids	28-11-2023 (3PM)
5.	Opening of technical bids	28-11-2023 at 3:00 PM onwards in conference Room #4009 at MeitY
6.	Place, time and date of opening of financial proposals received in response to the RFP notice	Place: MeitY Date/Time: Will be intimated to the successful bidder
7.	Earnest Money Deposit (EMD) in the form of a bank guarantee	INR 1,00,000/- (Indian Rupees One lakh only)
8.	Contact person for queries	Shri. T R Choudhary Scientist-E, IPHW Division, Ministry of Electronics and Information Technology, Electronics Niketan, 6- CGO Complex, Lodhi Road New Delhi – 110003 Phone: 011-24301419 Email: tr.choudhary@meity.gov.in
9.	Addressee and address at which proposal in response to RFP notice is to be submitted.	Shri. D S Rawat Under Secretary, Room No. 3095 Ministry of Electronics Information Technology 3 rd Floor, Electronics Niketan, 6-CGO complex New Delhi-110003 Phone: 011-24301395

2. Section 2: Overview

- 2.1 Indian Electronics Hardware production constitutes around 3.8% of the total electronics production. With proactive Government initiatives based on the specific measures suggested by the Task Force, the electronics industry, which includes semiconductor design, high-tech manufacturing, electronic components, Electronics Manufacturing Services (EMS), electronic systems design and hardware have been projected to grow from USD 20 billion in 2009 to USD 300 billion by 2025-26, including exports of USD 120 billion.
- 2.2 Based on the recommendations and as part of Government's effort to promote and help to develop the eco-system for ESDM sector in the country, Ministry of Electronics and Information Technology (MeitY) had proposed important Policy measures, namely, Modified Special Incentive Package Scheme (M-SIPS), Electronic Manufacturing Clusters (EMC), Electronic Development Funds (EDF), Scheme for Promotion of Manufacturing of Electronic Components and Semiconductors (*SPECS*) etc.
- 2.3 One of the main impediments in the way of attracting investments for manufacture of semiconductors, components and electronic products is lack of availability of good and reliable infrastructure. Government of India has proposed a package of incentives to attract domestic and global investments into ESDM sector as a means to minimizing the disabilities.
- 2.4 M-SIPS aims to promote large-scale manufacturing in the ESDM sector by providing a special incentive package across the value chain including manufacturing of final product. The incentive would partially offset the disabilities faced by domestic ESDM industry due to factors like higher cost of power, finance, logistics, fragmented location of industry etc. and thereby reduces the viability gap faced by the units manufacturing in India. To offset disability and attract investments in electronic manufacturing, Modified Special Incentive Package Scheme (M-SIPS) was launched by the Government in July 2012. The scheme was initially opened to receive applications for 3 years i.e. till 26-07-2015. For giving a big boost to electronics manufacturing in the country, in August 2015, the Government approved the extension of the scheme along with the few procedural simplifications and expansion of scope of new product categories. Recently, the Government has approved certain amendments in the M-SIPS policy which are notified on 30-01-2017. The amendments are expected to expedite investments in electronic manufacturing. The copy of amendment is available in public domain at http://meity.gov.in/sites/upload_files/dit/files/msips%20notification.pdf. The scheme mainly provides 20-25% subsidy for investments in capital expenditure for setting up of electronic manufacturing facility. It also provides for reimbursement of CVD/excise for capital equipment's for the non-SEZ units. The incentives are available for 44 categories of electronic products and product components. Units across the value chain starting from raw materials to assembly, testing, and packaging of these product categories are included.

3. Section 3: Purpose

Ministry of Electronics and Information Technology (MeitY) Requests for Proposal (RFP) from bidders meeting the eligibility as laid down in this RFP to participate with MeitY in the verification incentive claim applications received under M-SIPS.

4. Section 4: Scope of work (MSIPS)

4.1.1 The selected agency(ies) so appointed by MeitY shall act on its behalf as “verification authority” for the purpose of disbursement of incentives under M-SIPS. The selected agency(ies) shall verify the expenditure incurred through bills, vouchers, site visits and/ or any other method/ document deemed appropriate in accordance with the criteria stipulated in Disbursement Guidelines issued by MeitY.

4.1.2 This may include (only indicative) the following:

Area of Work	Activities in Work Area
Assessment of claim application	<ul style="list-style-type: none"> • To review the claim application submitted by applicants for its completeness in all respect. • To ensure the eligibility of applicant for disbursement of incentives under MSIPS as per the various terms and conditions laid down of the scheme/guidelines and approval order issued. • To ensure whether the capex for incentives is in- line with the approved list of items under various Heads mentioned in the approved order.
Physical Verification of Assets	<p>Inspection of the premises to ensure</p> <ul style="list-style-type: none"> • Installation of machinery at site • Compliance with approval order and M-SIPS Policy/ Guidelines • Investment done is in-line with approval order of the project and M-SIPS Policy/ Guidelines. • For physical verification, selected bidder firstly will perform the randomisation process of all the assets and then select the assets which covers at least 25% of the eligible Capex and from the remaining assets which are not selected in the randomisation process, bidder will further select at least 5 highest value eligible P&M. It is noted that in aggregate physical verification should be not less than 50% of the total eligible P&M.

Financial Verification	<ul style="list-style-type: none"> The Capex items, for which incentives are being claimed for, should be capitalized in the books of accounts of the applicant. Verification of the investment (assessment of books of accounts, verification of financial transaction, vouchers, asset register etc.) Verification of related party transaction.
Business and Legal/ Tax review	Review of all sale agreements/ lease deeds, technology transfer agreements, land related agreements, IPR, etc.
Assessment of incentives payable and recommendation report	To assess the quantum of incentives payable for the project based on eligible components of capex as laid down in the M-SIPS Guidelines, and supplementary Guidelines of M-SIPS issued by MeitY (including R & D Guidelines) and approval accorded to the applicant.

- 4.1.3 For the purposes of verification of claims, the selected agency will work closely with the applicant. Based on the assessment carried out by the selected agency, it will submit duly signed verification report to MeitY for release of incentives.
- 4.1.4 The selected agency(ies) will process the incentive claim for the Applicant within 15 working days of receiving complete information/ documents required for processing of incentive claim. The time lines of 15 working Days will start only after receiving complete information/documents. It may be seen that all projects under the scheme are commercial and time delay may affect the investors in several ways including their project viability. It is therefore desired that the selected agency should deliver the service in a time-bound manner.
- 4.1.5 The selected agency(ies) may ask the Applicant to furnish additional information/ documents in connection with the application for incentives during the verification process. The selected agency(ies) will have the right to verify any documents in relation to the claim for incentives including but not limited to actual bills/ invoices for the amounts claimed.

5. Section 5: Proposed schedule for completing the assignment

- 5.1 Following table provide a list of milestones and the associated timelines for verification:

Table 1: Milestones & timelines

Scope of Work	Milestone	Deliverable (Reports/ Documents)	Time completion of (working days)
---------------	-----------	----------------------------------	-----------------------------------

Assessment for completeness of application	Gap Analysis	• Gap Analysis Report along with deviations	T + 5 Days
Physical verification of Assets	Verification and recommendation of expenditure	• Verification report	T ₁ + 10 Days
Financial Verification			
Business and Legal/ Taxreview			
Assessment of incentives and recommendations			

T = Date when the claim application is provided to Verification Agency by MeitY

T₁ = Date of Completion of Application after the Gap analysis.

Days means working days

- 5.2 **Team requirement:** Considering the large scope of work (as described in the preceding section) which will be for a period of 4 years, it is required that the Bidder has sufficient resources available to be deployed on the assignment to ensure timely submission of verification reports and disbursement of incentives. The bidder has to identify and provide CV of one official with relevant experience of **not less than 8 years in credit/project funding proposed to be deployed as Team Leader (TL) for the project.** The CV will have to be provided along with the Technical Proposal.

6. Section 6: Payment schedule

6.1 The payment due to the selected agency (ies) will be paid as per the following:

- a) First 50% on approval of verification report related to release of incentive submitted by selected agency.
- b) Remaining 50% on disbursement of incentive to the applicant.

6.2 The fees to be paid to the selected agency (ies) will be considered on a percentage of incentives that are released to the applicant(s) in that quarter.

6.3 Financial bids will be invited in the following format:

- a) The verification fee to Agency for one disbursement claim to be paid as per the formula mentioned below:

$$\text{Verification fee} = P \left[200 \left\{ 1 - \left(\frac{1}{2} \right)^q \right\} + \frac{r}{2^q} \right]$$

Where, P = Percentage, which is required to be quoted in the financial bid.

Y= Incentives to be disbursed to the applicant in INR.

Y= q*100+r (where q is the quotient and r are the remainder q, r =0,1,2,3,4.....n)

For further clarification and explanation of the formula.

i) Calculation of verification fee if Incentive Amount to be disbursed <= Rs. 100 Crore:

The verification fee of the claim with an incentive to disbursed to the applicant equal to or less than Rs. 100 crore will be calculated by multiplying the incentive amount (Y) by the bidder's quoted percentage (P). This is done as per the actual recommended incentive claim amount (i.e Fee= P * Y)

Incentive amount (Y) (Y in INR)
 Bidder's quoted percentage (P).
 Verification fee= Y x P

ii) Calculation of verification fee if Incentive Amount to be disbursed > Rs. 100 Crore:

The verification fee will be calculated based on the formula mentioned below, where P is the bidder's quoted price in percentage (P) and Y= q*100+r (where q is the quotient and r is the remainder q, r =0,1,2,3,4.....n)

Verification fee
$$= P \left[200 \left\{ 1 - \left(\frac{1}{2} \right)^q \right\} + \frac{r}{2^q} \right]$$

Few cases with examples are illustrated in the below table for more clarifications.

Y (in INR) is incentive amount to be disbursed and P is % to be quoted by Bidder	Y= q*100+r Where q=quotient and r=remainder	$= P \left[200 \left\{ 1 - \left(\frac{1}{2} \right)^q \right\} + \frac{r}{2^q} \right]$
50 crore	50=0*100+50; q=0 & r=50 cr.	50P
100 crore	100=1*100+0; q=1 & r=0	100P
239 crore	239=2*100+39 q=2 & r=39 cr.	100P+100(P/2)+39(P/4)
368	368=3*100+68 q=3 & r=68 cr.	100P+100(P/2) + 100(P/4) + 68(P/8)
---	-----	-----

b) It should also be noted that in case any inconsistency (misrepresentation and /or gross negligence) with M-SIPS Policy and/ or Guidelines is found in the disbursement made to any of the applicant(s), the agency will have to refund to MeitY, twice the amount of the fee that has been paid for processing the respective claim(s).

7. Section 7: Duration of Contract

7.1 The assignment is initially for a period of 4 years, reckoned from date of the award of the contract and extendable for a further period of up-to 3 years, one year at a time on the same terms and conditions, if approved.

8. Section 8: Eligibility criteria

8.1 The following provides the minimum criteria based on which the EoI responses shall be evaluated. Please note that consortium will not be allowed.

- i. The bidder shall be a Public Financial Institution/ Public Sector Bank registered under relevant acts in India.
- ii. The bidder should be registered with the Service Tax Authorities and should have been operating for the preceding three years as on 31.03.2023.
- iii. The bidder in its name must have achieved a minimum average annual financial turnover of Rs. 100 crore in the last 3 (three) years ending 31st March 2023.
- iv. Entities in the area of financing of projects having extensive experience in evaluating projects for funding. The bidder must have successfully completed financial appraisal of minimum one project with at least Rs. 500 crore capital investment OR two projects each with at least Rs. 250 crore capital investment OR three projects each with at least Rs. 100 crore capital investment, during last three (3) years ending 31st March 2023.
- v. Extra weightage will be given for carrying out similar nature of work with GOI as Verification Agency.
- vi. Profiles of the proposed project team members should be included in the **Technical Proposal**.

Note: The bidder should submit the documentary evidence in support of their claim for meeting the eligibility criteria as stipulated above.

9. Section 9: Evaluation & Award criteria

The shortlisted bidders by MeitY or the interested bidders fulfilling the above eligibility criteria will be required to submit separate **Technical and Financial Proposal** which shall be evaluated by MeitY.

9.1 Technical Evaluation

- i. The Technical Proposal will be evaluated on the basis of the bidder's experience, its understanding of the Scope of Work, proposed methodology, work plan, qualifications and experience of Key Personnel.
- ii. A minimum of 70 marks out of 100 should be scored in the Technical Evaluation for the bid to be declared technically qualified. The Financial Bids of only those bidders who have obtained a Technical Score of 70 or more shall be opened.
- iv. The technically qualified bidders shall be ranked as per score achieved by them, from the highest to the lowest Technical Score (ST) score.
- v. The technical evaluation shall be in terms of the following parameters and marking scheme

Table 2: Technical Evaluation marking scheme

S. No.	Parameter	Max. Marks	Criteria for Technical Evaluation
1	Previous experience of bidder for project appraisal / business proposal appraisal of at least INR 500 crores investment per project in India which includes site visit a (Bidder has to submit supporting documents in support of project appraisal experience furnished in the bid).	30	Project appraisal cost \geq Rs.500 Crore Max. Marks = 10 5 marks per project
			Project appraisal cost \geq Rs.200 Crore and $<$ Rs.500 Crore Max. Marks = 10 2 marks Per project
			Project appraisal cost \geq Rs. 100 Crore and $<$ Rs.200 Crore Max. Marks = 10 1 mark Per project
2	Approach & Methodology	30	i) Understanding the scope (8 marks) ii) Approach & Methodology (8 marks) iii) Work plan (8 marks) iv) Presentation (6 marks) (Bidder has to provide a detailed write up on Understanding the scope, Approach & Methodology and Work plan in the bid)
3	Quality and competence of Team Leader (TL) and 3 Key Personnel (KP) to be deployed as part of appraisal team.	40 (10X4) (10 marks)	Marks will be awarded only in respect of the CVs furnished of the proposed Team Leader (TL) and 3 Key Personnel (KP) to be deployed for the project with relevant

		for TL and 30 marks for KPs)	experience in Technical & Financial Management.
Total		100	

The following table provides the key requirements for resource which shall be appointed as the TL for this assignment by the selected bidder and shall be the point of contact for project related activities / tasks for MeitY.

Table 3: Key requirements for TL and other Group members

S. No.		Key requirements
1.	For Team Leader	Should have at least 3 years of work experience in public sector banks/PFIs as General Manager (GM) along with overall experience of minimum 8 years in the area of appraisal/credit appraisal/ techno-economic viability / business proposals
2.	For other group members	Should be B.Tech / M.Tech. / M.B.A / C.A. by educational qualification and should have at least 5 years of work experience in project appraisal / techno-economic viability / business proposals

Note:-

1. Project team should have Technical and Financial personnel who have experience in project appraisals.
2. Replacement of Team Leader shall not be allowed in general. In case of unavoidable circumstances which require a change in core team members, the bidder will take prior written approval of MeitY.

9.2 Financial evaluation

- i. Financial evaluation will be carried out for only those bids which score more than 70 marks in Technical Evaluation. The financial bids of such technical qualified bidders will only be opened.
- ii. The financial evaluation of the proposal will be carried out after determining whether the Financial Proposals are complete, unqualified and unconditional.
- iii. The bids shall be ranked and evaluated on the basis of the value of 'P' in Percentage as per the financial template given in table below:

Table 3: Financial Bid template

	'P' in Percentage
--	--------------------------

In numerals	
In words	

Fee which will be paid to the selected bidder against verification and disbursement for a disbursement claim = $P \times Y$

Where, P= Value in percentage which is required to be quoted in above table.

Y= incentives disbursed to the applicant (Y) for the subject disbursement claim in INR

Note:

- i. The fee finalized as per above shall be all inclusive of any stationery, telephone expenses, infrastructure requirements such as laptops, data cards, etc as may be required by any of the resources deployed for the purpose but exclusive of taxes.
- ii. The cost of one domestic visit required for verification etc shall be borne by the applicants.
- iii. The cost for overseas visit (if required and approved by MeitY) will be reimbursed by the applicant's company.
- iv. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the agency to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- vi. Any conditionality included in the financial bid shall lead to summary disqualification of the entire bid and forfeiture of the Earnest Money Deposit (EMD)

9.3 Final evaluation and ranking

- i. Financial bids complying the above conditions will be ranked according to their lowest quoted value of "P".
- ii. The bidder with the lowest quoted value of "P" shall be ranked as the bidder (L1). The bidder with the second lowest value of "P" will be ranked as L2 and so on.
- iii. MeitY will select one bidder for the purpose of scope of this RFP. Agency shall declare on allotment of a case, that he has no conflict of interest with the appraisal. Appraisal agency(ies) who is part of the MSIP Scheme are not allowed to be a verification agency due to conflict of interest.
- iv. In the event of conflict of interest, the bidder shall recuse and the verification and disbursement would be undertaken by engaging the third-party Consultant, if approved.

10. Section 10: Instructions to Bidders**10.2 Completeness of response**

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

10.3 Proposal preparation costs

- i. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of reports and providing any additional information required by MeitY to facilitate the verification process, and in negotiating a definitive contract or all such activities related to the bid process. MeitY will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- ii. This RFP does not commit MeitY to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.
- iii. All materials submitted by the bidder become the property of MeitY.

10.4 Bidder enquiries & clarifications

- i. All enquiries / clarifications from the bidders, related to this RFP, must be directed in writing exclusively to the contact person notified in this RFP document.
- ii. The preferred mode of delivering written questions to the aforementioned contact person would be through fax or email. Telephone calls will not be accepted. In no event will the MeitY be responsible for ensuring that bidders' inquiries have been received by MeitY. The queries by the bidders will be provided in the following format:

S No	Page	Section	Sub Section	RFP clause on which clarification is required	Clarification Required

- iii. It will be our endeavour to provide a full, complete, accurate, and timely response to all questions. However, MeitY makes no representation or warranty as to the completeness or accuracy of any; neither response nor does MeitY undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be distributed to all.
- iv. No request for clarification from any bidder will be entertained after the due date.

10.5 Amendment to RFP

- i. MeitY reserves the right to (a) relax or waive any of the conditions stipulated in this RFP document as deemed necessary in the best interest of the MeitY and the objective of the project without assigning any reasons thereof and (b) include/exclude any other item in the Scope of work at any time.
- ii. The amendment will be notified in writing or by email to all prospective bidders who have been issued this RFP document and will be binding on them.
- iii. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, MeitY may, at its discretion, extend the last date for the receipt of bids.

10.6 MeitY has right to modify submission deadline

- i. MeitY may, in exceptional circumstances and at its discretion, can extend the deadline for submission of proposals by issuing a corrigendum or by intimating all bidders who have been provided the proposal documents, in writing or by facsimile, in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

10.7 MeitY has right to terminate the process

- i. MeitY may terminate the RFP process at any time and without assigning any reason. MeitY makes no commitments, explicit or implied that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by MeitY. The bidder's participation in this process may result in MeitY selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by MeitY to execute a contract or to continue negotiations. The MeitY may terminate negotiations at any time without assigning any reason.

10.8 MeitY has right to accept / reject all / any proposals

- i. MeitY reserves the right to accept or reject any proposal, and to annul the bidding 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 MeitY's action.

10.9 Earnest money deposit (EMD)

- ii. Bidders shall submit, along with their bids, EMD of INR 1,00,000/- (Indian Rupees One lakh only) in the form of a Bank Guarantee only in favour of "**Pay and Accounts Officer, Ministry of Electronics and Information Technology, GoI**", payable at Delhi, valid for 6 months. EMD in any other form shall not be entertained.
- iii. As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission Of Bid Security. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization [e.g. Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by Department of Micro, Small and Small Medium Enterprises (MSSE)], if registered for the said items. Requisite certified supporting document is required to be submitted by the bidder in this case, along with the technical bid. Non-submission of document may invoke summary rejection of bid. Similar provisions also exist in the Manuals for Procurement of Works 2019 and Manual for Procurement of Consultancy & other Services 2017.
- iv. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- v. Unsuccessful bidder's EMD will be discharged / returned as quickly as possible, but not later than 30 days after the award of the contract to the successful bidder
- vi. The EMD may be forfeited:
If a bidder withdraws his / her bid or increases his / her quoted prices during the period of bid validity or its extended period, if any;

OR

In the case of a successful bidder, if the bidder fails to sign the contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
- vii. The EMD shall be submitted with the technical bid in a separately sealed envelope as mentioned in this section. Bids submitted without adequate EMD will be liable for rejection.

10.10 Submission of bids

- i. The bidders should submit their offers in two parts namely, “Technical bid” and “Financial bid” and in the format given in this document.
 - a. Technical Bid – Original – 1 hard Copy
 - b. Financial Bid – Original – 1 hard Copy
- ii. The hardcopies of the technical proposal should be in a single sealed envelope, clearly marked as “**Technical Proposal – “Selection of Verification and Disbursement Authority for Disbursement under Modified Special Incentive Package Scheme (M-SIPS)”**”.
- iii. The hardcopy of the financial proposal should be in separate sealed envelope, clearly marked as “**Financial Proposal – “Selection of Verification Agency for Disbursement under Modified Special Incentive Package Scheme (M-SIPS)”**”
- iv. All the envelopes including Technical & Financial Bid (s) shall be sealed in an outer envelope marked "RFP for Selection of Verification Agency for Disbursement under Modified Special Incentive Package Scheme (M-SIPS) – DO NOT OPEN BEFORE hours on (date). Both technical and financial bids have to be sealed properly in separate envelopes. If any of the technical / financial bids is found open, bids will be liable to be rejected.
- v. The outer envelope shall indicate the name and address of the bidder to enable the proposal to be returned unopened in case it is declared “late”. Both inner and outer envelopes shall be addressed to MeitY at the address specified in this section.
- vi. The proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the bidder itself.
- vii. Any such corrections must be initiated by the person (or persons) who sign(s) the proposals.
- viii. All pages of the proposal must be sequentially numbered and shall be initiated by the authorised representative of the bidder.

10.11 Venue and deadline for submission

- i. Proposals must be received at the address specified below, on or before the scheduled time on last date of submission:

Shri Dharendra Singh Rawat

Under Secretary, IPHW,

Room No. 3095, Ministry of Electronics and Information Technology

Electronics Niketan, 6- CGO Complex

New Delhi – 110003

Phone: 011-24301395

Email: dsrawat64@meity.gov.in

- ii. Any proposal received by MeitY after the deadline shall be rejected and returned unopened to the Bidder.
- iii. The bids submitted by telex / telegram / fax / e-mail etc. shall not be considered and no correspondence will be entertained on this matter.
- iv. MeitY 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.
- v. Any default by the bidder in respect of tender terms and conditions will lead to rejection of the bid and forfeiture of EMD
- vi. MeitY reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

10.12 Documents comprising the bid

- i. Proposal Covering letter
- ii. A power of attorney by the CEO or competent authority authorizing the Bidder to sign / execute the proposal as a binding document and also execute all relevant agreements forming part of RFP
- iii. Earnest Money Deposit (EMD) amount in the form of a Bank Guarantee
- iv. Technical proposal
 - o Understanding of scope
 - o Approach & Methodology
 - o Work plan
 - o Staffing schedule
 - o Team Composition
 - o Curriculum Vitae (CV's) as required
 - o Forms & annexures
 - o Others
- v. Financial proposal Cover letter
- vi. Financial proposal

10.13 Negotiations and contract finalization

- i. MeitY shall notify the successful bidder in writing by hand delivery, speed post or by fax, that its proposal has been accepted.
- ii. Until a formal contract is signed, the notification of award along with the complete RFP document including all annexure and appendices will constitute a binding contract between successful bidder and MeitY.

10.14 Notification of award

- i. Prior to the expiration of the period of proposal validity, the successful bidder will be notified by MeitY in writing or by fax or email that its

proposal has been accepted

- ii. Until a formal contract is signed, the notification of award along with the RFP document will constitute a binding Contract between Successful bidder and MeitY. Upon the Successful bidder/implementation agency's executing the contract with MeitY, MeitY will promptly notify each unsuccessful bidder

10.15 Signing of contract

- i. From the time MeitY notifies the successful bidder that its bid has been accepted, a formal contract shall be signed between the selected bidder and MeitY incorporating all agreements as provided in Annexure I.

10.16 Performance bank guarantee (PBG)

- i. Within 15 days of the selected firms being intimated about their selection they are to submit a Performance Bank Guarantee of Rs 10 Lakhs in the form of unconditional, unequivocal and irrevocable Bank Guarantee (BG) from any Commercial Indian Bank and valid for contract duration plus six months and any applicable extension periods as may be mutually accepted. The EMD submitted as security will be discharged after the receipt of the Performance Bank Guarantee from the selected bidder.

10.17 Failure to abide by the terms & conditions of RFP / contract

- i. Failure of the Successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

11. Section 11: General Terms & Conditions

11.1 Applicability

These general conditions shall apply to the extent that they are not superseded by provisions in any other part of the contract.

11.2 Standards of Performance

- i) The Selected bidder shall perform the services and carry out its obligations under the contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. The Selected bidder shall always act, in respect of any matter relating to the contract, as faithful advisors to MeitY

and shall, at all times, support and safeguard MeitY's legitimate interests in any dealings with third parties.

ii) Use of contract **document and information**

iii) The Selected bidder shall not, without MeitY's prior written consent, disclose the contract or any provision thereof, or any specification, design, drawing, pattern, sample or information furnished by or on behalf of MeitY in connection therewith, to any person other than a person employed by the selected bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The Selected bidder shall not without MeitY's prior written consent, make use of any document or information forming a part of this tender and/ or otherwise acquired regarding MeitY including its business except for purpose of performing the contract. Any document forming a part of this tender, other than the contract shall solely remain the property of MeitY.

11.3 Currency of Payments

Payment shall be made in Indian Rupees (INR) only.

11.4 Change Orders

i) MeitY may at any time, by a written order given to the selected bidder make changes within the general scope of the contract in the services to be provided by the selected bidder. If any such change causes an increase in the cost of, or the time required for the selected bidder's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule, or both and the contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty days from the date of receipt of change order by the selected bidder.

11.5 Contract Amendment

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both parties to the contract.

11.6 Delay in selected bidder's Performance

- i. The selected bidder shall provide consultancy services in accordance with the time schedule specified in section 5 of this RFP.
- ii. Any unexcused delay by the bidder in the performance of implementation/ service/ other obligations as per conditions of the contract shall render the selected bidder liable to any or all of the following sanctions;

- forfeiture of his performance security,
 - imposition of liquidated damages, and/ or
 - termination of the contract for default
- iii. If at any time during performance of the contract, the selected bidder should encounter conditions impeding timely implementation of the services, performance of services, the selected bidder shall promptly notify MeitY in writing of the fact of the delay, the likely duration and its cause(s), before the scheduled delivery date. MeitY shall evaluate the situation after receipt of the notice and may at their discretion extend the time schedule for delivery

11.7 Liquidated damages

If the selected bidder fails to perform the services within the time schedule specified in section 5 of the RFP, MeitY shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% of the fee due for payment for every week (seven days) or part thereof of delay, upto maximum deduction of 10% of the fee due for payment in the subject claim. Once the maximum is reached, MeitY may consider termination of the contract pursuant to the conditions defined in section on Termination.

11.8 No Claim Certificate

The selected bidder shall not be entitled to make any claim, whatsoever against MeitY under or by virtue of or arising out of the contract, nor shall MeitY entertain or consider any such claim, if made by the selected bidder after it shall have signed a No claim certificate in favor of MeitY in such forms as shall be required by MeitY after the works are finally accepted.

11.9 Force Majeure

- i. Notwithstanding the provisions of Clause on Termination and Delay in selected bidder's Performance, the selected bidder shall not be liable for forfeiture of their performance security, liquidated damages or termination for default, if and to the extent that, their delay in performance or other failure to perform their obligations under the contract is caused due to circumstances beyond his reasonable control and is the result of an event of Force Majeure.
- ii. For purposes of this Clause, Force Majeure means an event beyond the control of the selected bidder and not involving the selected bidder and not involving the selected bidder's fault or negligence and not foreseeable. Such events may be inclusive, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the selected bidder shall as soon as practicably possible notify MeitY in writing of such conditions and the cause thereof. Unless otherwise directed by MeitY, the selected bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11.10 Governing Language

The Governing Language of the contract will be English.

11.11 Applicable Law

The Contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of a competent court of jurisdiction within the city of Delhi.

11.12 Firm Prices

The prices quoted for the providing consultancy services shall be firm throughout the period of contract and shall not be subject to any change except on account of increase or decrease of applicable taxes which shall be passed on to MeitY.

11.13 Deduction

Payments, as envisaged in price schedule, shall be subject to deductions (such as TDS) of any amount, for which the selected bidder is liable under the agreement against this EoI.

11.14 Confidentiality

- i. The selected agency(ies) must understand and agree that all materials and information marked and identified by MeitY as Confidential are valuable assets of MeitY and are to be considered MeitY's proprietary information and property. The selected bidder will treat all confidential materials and information provided by MeitY with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. The selected bidder will not use or disclose any materials or information provided by MeitY without MeitY's prior written approval.
- ii. The selected bidder may disclose confidential information in the following circumstances:
 - With the prior written consent of MeitY;
 - To a member of selected bidder's team (Authorized person) if the authorized person needs the confidential information for performance of obligations under the contract; and the authorized person is aware of the confidentiality of such information; and
 - To Government or statutory body for audit or any other purpose as directed by MeitY
- iii. In the event the selected bidder is required by judicial or administrative process, to disclose any information or material which is deemed to be confidential under the contract, the selected bidder shall promptly notify MeitY, and if MeitY deems fit co-operate with MeitY to challenge such

- process before making disclosure.
- iv. The selected bidder shall be liable to fully recompense MeitY for any loss of revenue arising from breach of confidentiality. MeitY reserves the right to adopt legal proceedings, civil or criminal, against the selected bidder in relation to a dispute arising out of breach of obligation by selected bidder under this Clause.
 - v. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.
 - vi. Nothing contained in the contract shall limit the selected bidder from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under the contract.
 - vii. The obligations of the selected bidder with regard to Confidentiality under this engagement shall cease to the extent that the recipient can prove that the disclosed Confidential Information was
 - a. Rightfully communicated to the recipient free of any obligation of confidence subsequent to the time it was communicated to the recipient by MeitY
 - b. As of the time of its disclosure, lawfully part of the public domain;
 - c. Subsequently learned from a third party; or it was developed by the recipient independently of and without reference to any information communicated to the recipient by MeitY;
 - d. Communicated in response to a valid order by a Court of competent jurisdiction or other governmental body, but only to the extent of and for the purposes of such order; provided however, that the recipient shall first notify MeitY in writing and permit MeitY to seek an appropriate protective order;
 - e. Previously known by the recipient without any obligation to hold such information in confidence; and/ or
 - f. Approved for release by written authorization of the disclosure, but only to the extent of such authorization.

11.15 Documents prepared by the selected bidder

All documents, specifications, reports and other documents prepared by the selected bidder in the execution of the Contract shall become and remain the property of MeitY and before termination or expiration of the contract the selected bidder shall deliver all such documents, prepared under the contract along with a detailed inventory thereof, to MeitY. However, selected bidder will be allowed retention of working papers as evidence of work done and fulfilling legal requirements which may arise at a future point of time.

11.16 Non-Blacklisting Declaration

The Bidder shall furnish an undertaking that the firm has not been blacklisted for any fraudulent activities by any Central/ State Government or any PSU or agency of Central/ State Government as on the date of bid submission as per the format provided in Annexure II. If at any stage of bidding process or during the currency of the contract, any suppression/ falsification of such information is brought to the

knowledge of MeitY, MeitY shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

11.17 Cancellation of the contract

MeitY reserves the right to terminate the resultant contract for convenience at any time during its term by giving the selected bidder 15 (fifteen) days' notice of the same. MeitY's only obligation towards the selected bidder in the event of termination for convenience shall be to pay the selected bidder for services performed prior to the effective date of termination to the satisfaction of MeitY.

11.18 Conflict of Interest

The bidder represents that it, its consortium members or associates are not a party to any agreement which represents a conflict of interest with its role as MeitY's consultant or the terms of the resultant Agreement which materially and adversely affects the Consultant's ability to perform the defined services for MeitY. Further, Consultant agrees it will not enter into any agreement or business relationship during the term of this Agreement that could place him in a conflict-of-interest position.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the bidder fails to disclose said situations and if the MeitY comes to know about any such situation at any time, it may lead to the disqualification of the bidder during bidding process or the termination of its Contract during execution of assignment.

11.19 Organizational Conflict of Interest

The bidder is required to make full disclosure and its extent, if any of its personnel is also working/ engaged with the M-SIPS applicant in any capacity. It is expected that bidder will not take up any task at any stage with the applicant with respect of M- SIPS application or any other task which create such conflict of interest.

The selected bidder agrees that it will use all reasonable diligence in protecting information received by it during the bid process and thereafter. The selected bidder further agrees it will not wilfully disclose proprietary data to unauthorized parties without the prior permission of MeitY, and that proprietary data shall not be duplicated, used or disclosed, in whole or part, for any purpose other than to accomplish the contracted effort. This restriction does not limit the successful applicant right to use, duplicate or disclose such information if such information was lawfully obtained by the successful applicant from other sources.

The selected bidder agrees to protect the proprietary data and rights of other organizations disclosed to him during performance of the resultant contract with the same caution that a reasonably prudent person would use to safeguard highly valuable property.

The bidder agrees that if after award it discovers a potential organizational conflict of interest, a prompt and full disclosure shall be made in writing to MeitY. This disclosure shall include a description of the actions the applicant has taken or proposes to take, to avoid or mitigate such conflicts.

MeitY may in its sole discretion waive application of this clause when it is determined to be in the best interest of the Government to do so.

MeitY shall not be liable to reimburse any expenses incurred in preparation of this Bid by an applicant in case a bid is rejected for breach of this provision. MeitY's right to reject a bid under this provision shall not bar it from seeking any other equitable remedy available to it under applicable law.

11.20 Termination

The Authority may, by not less than 30 (thirty) days written notice of termination to the selected bidder, such notice to be given after the occurrence of any of the events specified in this clause, terminate this Agreement if:

- the selected bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within 30 days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- the selected bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- the selected bidder fails to comply with any final decision reached as a result of arbitration proceedings;
- the selected bidder submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the selected bidder knows to be false;
- any document, information, data or statement submitted by the selected bidder in its Proposals, based on which the selected bidder was considered eligible or successful, is found to be false, incorrect or misleading;
- as the result of Force Majeure, the selected bidder is unable to perform a material portion of the Services for a period of not 60 days; or
- the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

11.21 Cessation of Services

Upon termination of this Agreement by notice of, the selected bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner.

11.22 Limitation of liability

- i. The selected bidder's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof
- ii. The selected bidder shall, subject to the limitation specified in the subsequent clause be liable to MeitY for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it
- iii. The Parties hereto agree that in case of negligence or wilful misconduct on the part of the selected bidder or on the part of any person or firm acting on behalf of the selected bidder in carrying out the Services, the selected bidder, with respect to damage caused to the MeitY's property, shall not be liable to the MeitY:
 - for any indirect or consequential loss or damage; and
 - for any direct loss or damage that exceeds the contract value
- iv. The limitation of liability specified in this provision clause shall not affect the selected bidder's liability, if any, for damage to Third Parties caused by the sole action of the selected bidder to the extent of the selected bidder's or any person or firm acting on behalf of the selected bidder in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

11.23 Conciliation

In the event of any dispute between the selected bidder and MeitY, either Party may require such dispute to be referred to the Secretary, MeitY and the authorized Chairman of the Board of Directors of the Bidder for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved either Party may refer the Dispute to arbitration in accordance with the provisions of the clause Arbitration.

11.24 Arbitration

In the event of any dispute or difference or controversies or claims relating to, arising from or connected with the Contract, such dispute or difference shall at the first instance be endeavoured to be resolved through amicable reconciliation by mutual discussion in good faith. If the dispute, difference, controversies /differences

of opinion, arising from or related to the Contract cannot be resolved 15(fifteen) days of commencement of reconciliations / discussions, in such case, the same shall be finally referred by either Party to the arbitration to one of the arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, in-charge of Department of Public Enterprises. The Arbitration & Conciliation Act, 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute, provided however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary who so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the arbitrator.

Annexure-1

Cover Letter (Technical)

Date

To,

Subject: Selection of Verification Authority for Disbursement under Modified Special Incentive Package Scheme (M-SIPS) (Ref.: RFP No.)

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for **Selection of Verification Authority for Disbursement under Modified Special Incentive Package Scheme (M-SIPS)**

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. I/We shall make available to the MeitY any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the MeitY to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

(b) I/We do not have any conflict of interest in accordance with Clause on Conflict of Interest of the RFP Document;

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates

to a grave offence that outrages the moral sense of the community.

10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.

12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the MeitY[and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

13. The Bid Security of INR/- (Indian Rupees only) in the form of a Demand Draft is attached, in accordance with the RFP document.

14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

15. I/We agree to keep this offer valid for 180 days from the bid submission date specified in the RFP.

16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.

17. In the event of my/our firm being selected, I/we agree to enter into an Agreement in accordance with the form in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

Name:

Designation:

(Company Seal)

Annexure-2

Cover Letter (Financial Bid)

(On Applicant's letter head)

Date

To,

Dear Sir,

Subject: Selection of Verification and Disbursement Authority for Disbursement under Modified Special Incentive Package Scheme (M-SIPS) (Ref.: RFP No)

I/We, _____(Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm for the subject work.

I/We agree that this offer shall remain valid for a period of 180 days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

Name:

Designation:

(Company Seal)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

Annexure-3

No Deviation Certificate

(To be submitted in the Bidder's letter head)

To, The

Subject :

No Deviation Certificate Reference :

Dear Sir,

With reference to above, this is to confirm that as per RFP conditions, we have understood the requirements before submission of our offer. We also confirm that we have not changed / modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender Clauses together with other references as enumerated in the above referred Tender. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to all the terms and conditions in the above referred tender.

Yours Sincerely

Name:

Designation:

(Company Seal)

Annexure-4

Draft Contract

The Agreement is made on this ____ day of month ____, 2023

BETWEEN

xxxxxxx, having its registered office at xxxxxx (hereinafter referred to as the “**Consultant**” which term shall unless repugnant to the context include representatives and assigns of the Consultant).

AND

The President of India, acting through the (Insert Designation), **Ministry of Electronics and Information Technology**, having its office at **6, Electronics Niketan, C.G.O. Complex** (hereinafter referred to as the “**Client**”)

The Consultant and the Client may be called collectively as Parties or individually as Party where the context so requires.

NOW THEREFORE, in consideration of mutual premises, representations, covenants and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree with the following terms and conditions and to be bound thereby:

i. Scope of Work

The Consultant agrees to provide services to the Client to assist the MeitY as per the scope of work defined in Section 4 of the RFP ref no. issued on.....

ii. Priority of Documents

The documents forming the Agreement are to be taken as mutually explanatory of one another. In the event of conflict between the documents constituting the Agreement, they shall have priority in the following order:

1. the Agreement;
2. the Request for Proposal document
3. the Expression of Interest document
4. the Consultant’s “Technical Proposal” and “Financial Proposal” submitted in response to the RFP

iii. Payment

The total fees payable to the Consultant under the Agreement is Rs. _____/- (in words) inclusive of applicable taxes.

iv. Indemnity

The Consultant agrees to indemnify and hold harmless MeitY, Officers, employees and agents(each a "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses , claims, damages, liabilities, costs (including reasonable attorneys fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from (i) any mis-statement or any breach of any representation or warranty made by the Consultant or (ii) the failure by the Consultant to fulfill any agreement, covenant or condition contained in the Agreement, including without limitation the breach of any terms and conditions of the Agreement by any employee or agent of the Consultant or (iii) any claim or proceeding by any third party against MeitY arising out of any act, deed or omission by the Consultant. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under the Agreement to an indemnity or claim for breach of any provision of the Agreement shall be net of applicable taxes.

v. Severability

If any section or paragraph, or part thereof, of the Agreement or any agreement or document appended hereto or made a part hereof is rendered invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws effective during the term of the Agreement, then it is the intention of the Parties that the remainder of the Agreement, or any agreement or document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause the Agreement to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the Agreement, or enter into suitable amendatory or supplementary agreements, as will best preserve for the Parties the benefits and obligations under such provision.

vi. Adherence

An agency engaged as consultant by a particular Client will not be allowed to undertake any project implementation related work of that Client either directly or through consortium or through any of its affiliate.

IN WITNESS WHEREOF, the Parties have signed the Agreement by their duly authorized representatives in Two (2) original copies

MeitY

xxxxx

Authorized
representative:

Authorized
representative:

Name:

Name:

Title: (Signature):

Title: (Signature):

Date of signing:

Date of signing

Witness:

Witness:

Name:

Name:

Signature:

Signature:

Date of signing:

Date of signing:

Annexure-5

Draft NDA

This Non-Disclosure Agreement (“Agreement”) is made effective from this day of [month year] between [agency name] having office at [address of agency] and MeitY, having office at Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi - 110003 (“**Client**”).

(Client and [agency name] shall be individually referred to hereinafter as a “Party” and collectively as the “Parties”)

WHEREAS, the Client has appointed [agency name] for rendering < services at < MeitY, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi –110003> during the period commencing from <ddmmy> to < ddmmy>
WHEREAS, the parties hereto are willing to execute this Agreement in order to protect certain information to be disclosed to each other for the aforesaid purposes.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. It is hereby agreed that the discretion applied at the time of disclosure would provide the best protection of Confidential Information of either Party. Accordingly, a Disclosing Party shall ensure that only those Confidential Information which serve the engagement objectives shall be disclosed as per an agreed procedure to the identified individuals at the recipient’s end.
2. Recipient agrees to protect Confidential Information received from the Disclosing Party with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Recipient agrees to promptly inform the Disclosing Party of any unauthorised disclosure of the Disclosing Party’s Confidential Information.
3. In the case of Confidential Information that is disclosed only orally, Disclosing Party shall, within seven days after such disclosure, deliver to the Receiving Party a brief written description of such Confidential Information; identifying the place and date of such oral disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made. It is expected that such information will bear a legend or label of “Confidential” or other similar designation manifesting intent that the information is confidential (“Confidential Information”).
4. The restrictions set forth in this Agreement on the use or disclosure of Confidential Information shall not apply to any information which:

- a) is independently developed by the Recipient; or
- b) is rightfully received free of restriction from another source having the right to so furnish such information; or
- c) has become generally available to the public; or
- d) at the time of disclosure to the Recipient was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or
- e) the non-Disclosing Party agrees in writing to be free of such restrictions; or
- f) is required to be furnished to any authority, department, office or body by a decree, order or authorization of law.

5. Each Party shall use Confidential Information of the other Party which is disclosed to it only for the purpose of this Agreement and shall not disclose such Confidential Information to any third party, without the other Party's prior written consent, other than to [agency name] subcontractors and to each other's employees on a need-to-know basis.

6. All information shall remain the property of the Disclosing Party and shall be returned upon written request or upon the Recipient's determination that it no longer has a need for such information except that both parties may retain copies of the Confidential Information, to the extent required to comply with applicable legal and regulatory requirements.

7. The Parties agree that during the existence of the term of this Agreement, neither Party shall solicit directly or indirectly the employees of the other Party.

8. The term of this Agreement shall be xxx from the date of its execution by both Parties. Both the parties shall jointly review this Agreement after end of xxx and shall extend it for xxxxx at a time if mutually agreed upon by both the parties

9. The authorised representatives from [agency name] side shall be –
a. <XX>

10. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by in accordance with the Arbitration and Conciliation Act, 1996. Any claim for losses under this Agreement shall be restricted to direct losses only.

11. This Agreement constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorised officers or representatives.

12. The Parties agree that the laws of India, other than its conflict of laws

provisions, shall apply in any dispute arising out of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

For and on behalf of

For and on behalf of

Sig.:
Name:
Title:
Place:

Sig.:
Name:
Title:
Place:

Witness:
Signature:
Name: Title: