

**Setting up of Programme Management Unit(PMU) for
Data Governance Division at MeitY**

Terms of Reference

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Data Governance Division at MeitY

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1. Introduction

1.1 Purpose

Ministry of Electronics and Information Technology (MeitY), Govt. of India proposes to setup Programme Management Unit (PMU) at MeitY. PMU would be from resources of Consultancy Agency to provide program management services to coordinate the work related to Data Governance Division, to formulate an action plan in consultation with the related Ministries/ Departments/ stakeholders and to support the existing officers in technical and legal activities.

1.2 Background: The details are as below:

Data Governance is a mechanism which broadly explores the feasibility regarding availability, usability, integrity and security of data. Managing oceans of data is a daunting challenge and there are no short cuts. The efficient management of data is an important task that requires rationalized control mechanisms using legislative framework, policy guidelines implementing security measures and establishing optimum IT infrastructure. Data governance establishes the process and responsibilities that ensures the quality and security of data used across a business or organization. Data Governance also ensures autonomy and creates a free and fair digital economy. The growing data ecosystem and increasing complexities of data flowing all over the world result in an urgent need to focus on Data Governance. In other words, it sets the foundation for a growing **DIGITAL INDIA** that is at centre stage for 21st Century.

Data Governance division is currently working on various important activities related to Personal and Non-Personal Data.

Personal Data Protection Bill, 2019:

Personal Data Protection Bill 2019 has been introduced in parliament during the winter session 2019; the bill has been referred to a Joint committee of the parliament. The Bill seeks to provide for the protection of personal data of individuals with core design principles as Technology Neutral, Holistic approach applicable to both private sector entities and the government, Informed consent, Data minimization, Data Fiduciary accountability, Structured enforcement and Deterrent penalties. The draft Bill will ensure horizontal enactment ensuring privacy of the individual with privacy rights relating to their personal data. The proposed legislation seeks to bring in a strong and robust data protection framework for India and setting up a Data Protection Authority for protecting personal data and empowering the citizens with rights relating to their personal data.

2. Scope of Work

Data is increasingly becoming legally, socially and economically important to the world. It is treated as infrastructure and being used as a fuel for the growth of Digital economy. The

pervasive nature of data across the globe and the emergence of its governance emanates from continuously evolving new legal challenges. The Personal Data Protection Bill is a major initiative that the MeitY has initiated recently to safeguard personal data rights of individuals. The issues related to data need to be addressed on a periodic basis in line with international laws, policies, global alliances, practices and compliance with the local and national laws in the country.

The PMU is envisaged to support MeitY for the formulation of an action plan, in consultation with the related Ministries/Departments/stakeholders for supporting the activities of Data Governance Division. An indicative outline of activities to be performed by the PMU is given below:

- (i). Matters like guidelines, rules, regulations, policies and advices related to Data Governance which hereby means personal as well as non-personal data.
- (ii). Advise/Assist/Prepare replies on matters pertaining to MeitY in various courts including Supreme Court, High Courts and other courts/tribunals.
- (iii). Assist MeitY in dealing with Public Grievances and RTIs relating to Data Governance.
- (iv). Update guidelines, rules, regulations, policies and advices in line with international best practices and evolving needs of the country.
- (v). Provide opinions/advice on the technical and legal aspects of the Data Governance.
- (vi). Identify related Ministries/ Departments based on Data Governance requirements and formulate action plan in coordination with the line Ministries/Departments/other stakeholders.
- (vii). Monitoring the coordination activity on a monthly basis.
- (viii). Review / Preparation of the monitoring templates for project progress monitoring
- (ix). Identifying the issues and mitigation measures to be taken.
- (x). Prepare presentations, notes, meeting minutes, and other necessary documents as part of the engagement to aid in discussions, workshops and approvals processes at the ministry.
- (xi). Any other work assigned related to above mentioned activities.

3. Resource Requirement

The PMU will consist of a team comprising individuals with proven experience in various aspects of Data Governance. It is proposed to have one senior consultant and two consultants initially for a period of one year. Depending on the assessment of the requirements, the strength of consultants can be increased upto already approved strength of one senior consultant and four consultants.

- (i). PMU will be housed at MeitY, New Delhi.
- (ii). The activities will be reviewed by MeitY on atleast monthly basis or as and when required.
- (iii). The team will consist of resources with necessary qualifications and experience as laid down in this Terms of Reference.
- (iv). The agency will undertake not to sub-contract any part of this work to third parties.

- (v). The team shall be deployed on an exclusive basis. None of the full time team members deployed under this PMU will work on any other engagement.
- (vi). The resources will be placed from the set of CVs submitted as part of response to the RFP.
- (vii). Resources once assigned for the project shall normally not be replaced during the tenure of the project. In case of any replacement of resources, the agency will make such replacement with a resource that has higher or equivalent qualification and experience and such replacement shall be with the consent of the MeitY. Further, to facilitate knowledge transfer, the consultancy organisation will ensure that there is at least a 15 days overlap between the existing resource and the replacement resource. Any delays in the project on account of replacement of any kind shall solely be the responsibility of the consulting organisation. The decision of MeitY will be final and binding in the matter of replacement of resources or placement of additional resources, irrespective of the fact that a resource may be replaced by a person with higher qualification and / or experience. Every replacement of resources by the agency would attract penalty of Rs. 50,000/- (Rupees Fifty Thousand) and the concerned replacement of resources shall be done within 3 days.
- (viii). In case of failure to meet the standards of MeitY (which includes efficiency, cooperation, discipline, integrity and performance) bidder may be asked to replace the resource without any penalty for replacement/exit within a period of 7 days.
- (ix). The penalty for leaves shall be deducted from the quarterly bill of PMU.
- (x). The team will work with the MeitY, Line Ministries/Departments and State departments on a day-to-day basis for program management support.
- (xi). The PMU team may be augmented as required at an appropriate time in the project at the person-month rates quoted in the GeM proposal for this activity.

3.1 Team Composition, Qualification and Experience Requirement

Education Qualification and Experience:

Profile	Qualifications	Min. Work Experience	Indicative Work Description
Senior Consultant	a) B.E./B.Tech/MCA/ M.Tech or equivalent with MBA b) Desirable LLB or Diploma in Cyber Law	8 years	(i) Consultancy of Strategic Planning, Change Management and Management during phases of assessment/ planning/ implementation/continuous strategy for policy formulation/ policy assessment/impact assessment/ Roadmap/ Advice/Research related to Data Management/Governance (ii) Consultancy on Informational Privacy on conceptualization/ design/architecture/Strategic Planning/ Management and Change Management during phases of

			planning/strategy for project including policy formulation
Consultant	a) B.E./B.Tech/MCA/ M.Tech or equivalent with MBA b) Desirable LLB or Diploma in Cyber Law	3 years	(i) Consultancy of Strategic Planning, Change Management and Management during phases of assessment/ planning/ implementation/ continuous strategy for policy formulation/ policy assessment/ impact assessment/ Roadmap/ Advice/ Research related to Data Management/ Governance (ii) Consultancy on Informational Privacy on conceptualization/ design/ architecture/ Strategic Planning/ Management and Change Management during phases of planning/ strategy for project including policy formulation

Consultants Profile:

1. **Senior Consultant with minimum 8 Year work experience:** should have educational qualification as mentioned above with a minimum experience of 8 years in advisory for communication, strategy making for management and professional content writing. He/ She should have a consulting experience with excellent Communication skills and brand management. The consultant will be responsible for providing advisory services related to Data Governance. Consultant should be able to prepare and strategize the procedure of spreading the awareness, implementation of the Personal Data Protection as per the provisions of the Act and activities related to Data Governance.

Quantity Required : - One to be deployed for a period of one year

2. **Consultant with minimum 3 Year work experience:** should have educational qualification as mentioned above with a minimum experience of 3 years in advisory for communication, strategy making and professional content writing. He/ She should have a consulting experience with excellent Communication skills and brand management. The consultant will be responsible for providing advisory services related to Data Governance. Consultant should be able to prepare and strategize the procedure of spreading the awareness, implementation of the Personal Data Protection as per the provisions of the Act. The Consultant would be expected to prepare background notes for activities related to Data Governance and also support the technical design related initiatives.

Quantity Required : - Two to be deployed for a period of one year

Approximate Cost of Work: 9 Lacs per month

3.2 Working Hours

- (i) When engaged, the Senior Consultants/Consultants will keep to the normal working hours of MeitY. However, in case of exigencies, they may be required to work in extended working hours, if required.
- (ii) The Senior Consultants/Consultants will follow the Holiday Schedule of MeitY. However, in case of exigencies, they may be required to work on weekends/holidays, if required.
- (iii) 12 days of leave per person per year will be available to the consultants deployed in the PMU.

3.3 Schedule of Deliverables

The primary responsibility of the PMU would be to provide the necessary support to MeitY for the activities as indicated in the Scope of Work section and appraise the status reports and monitor progress of the various activities. All deliverables will be certified as per the committee for PMU of MeitY designated for this project, before release of any payment.

4. Terms of Payment

- a. All payments shall be made in Indian Rupees (INR).
- b. Release of payment will be made on quarterly basis after approval of all monthly status reports in a quarter by competent authority based on the completion of assigned activities.
- c. A report will need to be submitted which would further be certified by the competent authority of MeitY before the release of payments. Pro-rated deduction may be made for the payments due to non-performance or non-availability of any of the team members.
- d. In case a resource is absent for more than 3 consecutive days then resource need to be replaced within 7 days by the agency with a penalty of 10,000/- (Ten thousand rupees) per day.
- e. Any resource can avail maximum of 3 leaves in one quarter. The corresponding amount against the number of non-working days/leaves for more than 3 days in one quarter will be deducted from quarterly payment. The corresponding amount will be calculated as (resource-month rate including OPEs, taxes and other duties of that resource)/22 * (number of days in absence).

5. Support to be provided by MeitY

All equipments/hardware will be carried by the successful bidder. MeitY will not provide any equipment/hardware/system software/software required for functioning, etc.

6. Cost

The cost per month of resources is as per rates of GeM. Also, terms and conditions of GeM will apply with respect to costing of resources.

7. Evaluation Criterion

7.1 Pre-Qualification Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required	File name of the proofs to be submitted
1.	Consortiums	Bidder should be an individual organization. Consortiums are not allowed.		Format PQ_1:Certificate of incorporation
2.	Legal Entity	Bidder should be a company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 operating for the last five years. Bidder should be registered with the Service Tax Authorities.	Copy of Certificate of Incorporation and Copy of Service Tax Registration Certificate	Format PQ_1:Legal Identity
3.	Sales Turnover in Consulting (or IT Consulting, depending on the nature of work)	Bidder's annual Sales Turnover generated from services related to consulting services for Data Governance (including Personal and Non-Personal)Related IT Program/ Program Management during each of the last three financial years (as per the last published Balance sheets), should be at least Rs. 20 crore. This turnover should be on account of consulting services for Data Governance (including Personal and Non-Personal)Related IT Program/ Program Management	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Format PQ_2: Financial Strength and Format PQ_3: Net worth of the bidder

4.	Technical Capability	Bidder must have successfully accorded/completed in the last 5 years work orders of similar nature as described in point 3.1 in the table Education Qualification and Experience under the title "Indicative Work Description".	Accordance/Completion Certificates from the client;	Format PQ_5: Experience of similar nature as described in table at S.No. 3.1 under the title Indicative Work Description
5.	Manpower Strength	The bidder must have on its rolls consulting staff of at least 50 technically qualified personnel (B.E./ B.Tech/MCA/M.Tech or equivalent with MBA, desirably LLB or Diploma in Cyber Law) in the area of consulting services for Data Governance (including Personal and Non-Personal)Related IT Program/ Program Management who possess relevant degrees/credentials with prior experience in providing the above consulting services as on 31st March 2021	Certification by the Head (HR) for the number of technically qualified professional employed by the company	Format PQ_4: Capability of the bidder
6.	Blacklisting	The bidder shall not be blacklisted by any Central/ State Government (Central/ State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as of 31st March 2021	Self-certification by the authorized signatory that it has not been blacklisted by Central/ State Government Departments or PSUs for corrupt or fraudulent practices.	Format PQ_6: Non-Blacklisting

7.2 The consulting organization will be selected on the basis of QCBS (Technical: Financial): 70:30.

(a) **Technical Evaluation Criteria (Quality and Cost Based Selection- QCBS) is as follows:**

S. No.	Parameter	Criteria	Document Required	Max. marks	File name of the proofs to be submitted
1.	Projects/Work	<p>The bidder must have successfully demonstrated the capability by listing accorded/executed/completed IT projects as per the "Scope of Work", for any Govt./PSU/Bank/Corporate client, over the last three financial years (2018-19, 2019-20, 2020-21) with the following value:</p> <p>Minimum Criteria (i) Each bidder should either have any of the below mentioned three criteria's. (8 Marks) Three Work Orders each of minimum Rs. 4 Crore Two Work Orders each of minimum Rs. 5 Crore One Work Order minimum of Rs. 8 Crore. (ii) Apart from clause (i), if a bidder submits any additional Work Order exceeding Rs 4 Crore, a 1 mark each will be rewarded for each 4 Crore value. (Maximum 2 Marks)</p> <p>Note-1: Value of Work Order will be considered as inclusive of all taxes Note-2: Subsequent Work Orders, in continuation of existing Work Orders, for any Project will be considered as a single Work Order.</p>	Copies of work orders	10	Format TQ_1: Turnover from consulting Services and Concerned work orders and Format TQ_3: Experience of similar nature as described in table at S.No. 3.1 under the title Indicative Work Description

2.	Annual Turnover of Bidding firm (Crore)	i. >=150 crores - 10 marks ii. >50 crore and < 150 crore - 5 marks iii < 50 crore - 2marks	CA certified Annual turnover statement	10	Format TQ_2: Financial Strength
3.	Technical Strength	Present Strength of required Manpower on bidder's Payroll as on bidding date i) 50-100 resources - 8 marks , ii) More than 100 resources - 15 marks . Note1: Bidder will be considered only in one of the above mentioned categories. Note 2: Manpower of subsidiaries companies will not be considered	Certificate from company's HR Team	15	Format TQ_4: Capability of the Bidder
4.	Certification	Bidder will be awarded marks for certifications accordingly: i) ISO27001:2013 - 5 Marks ii) ISO 9001:2015 /20000:2011/22301:2012 - 10 Marks	Copy of valid certificate(s) in the name of the bidder attested by the authorized signatory of the company	10	Format TQ_5: Quality Certification
5.	Resource Profile	CV Evaluation process as per the profile description i. Senior Consultant with minimum 8 years work experience: Work experience- 8 marks Desirable Qualifications- 3 marks ii. Consultants with minimum 3 years work experience: Work experience- 4 marks (each) Desirable Qualifications- 3 marks(each)	CVs of the proposed Resources	25	Format TQ_6: Details of Technical Manpower/ Resources

6.	Technical Presentation	Short listed bidders will be called for a technical presentation	Technical presentation should cover: i. Brief on experience related to the Scope of Work with emphasis on Government /PSU projects. ii. Demonstration of understanding requirements iii. Detailed approach & methodology for accomplishing Scope of Work	30	Format TQ_7: Quality of proposal (Approach and methodology)
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1. Bidder having less than **50 marks** in aggregate (from Sr.No1 to 5) will be rejected and will not be called for Technical Presentation.

2. In order to qualify for financial evaluation, bidder must have at least (60 Marks out of 100) from Sl. No. 1 to 6 in technical evaluation carried out on the basis of above mentioned criteria's.

3. QCBS weightage (Technical: Financial) 70:30 i.e. ratio of 70:30 is to be maintained between Technical and Financial scores to arrive at the overall score

8. Bid evaluation methodology

(i) Only those proposals meeting the pre-qualification criteria as specified in bid document will be evaluated as per the parameters mentioned above.

(ii) The technical bids shall be evaluated by a duly constituted Tender Evaluation Committee (TEC).

(iii) If there is only one bid, MeitY reserves the right to process the single bid or take recourse to the process of re-tendering.

(iv) On request from the TEC, the bidders may have to submit additional information. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted.

(v) During evaluation of proposals, MeitY, may, at its discretion, ask the bidders for written clarification of their Technical Proposals.

(vi) The TEC shall call the eligible bidders for a presentation of the projects handled by them. The time limit, in which the bidders' have to submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.

(vii) The first process for the TEC is to examine the eligibility of the bidders as per the tender specifications. Bids of the bidders, not satisfying the eligibility criteria shall be rejected.

(viii) Each Technical Bid will be assigned a technical score of 100, with highest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose QCBS based evaluation, explained.

(ix) The financial score would be normalized on a scale of 100, with the lowest Financial proposal's score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation.

(x) Similar/Related nature' projects means consultancy services provided to any Department of India/State/UT Government in IT Projects and shall include but not limited to providing consultancy services in India on Technical, managerial, administrative, and financial aspects of IT projects.

8.1 Technical Bid Evaluation

- (i) Each Technical Bid will be assigned a technical score (T_b) out of a maximum of 100 points. Bidders with technical score of 60 and above will qualify for the evaluation in the commercial process.
- (ii) The Technical score would be normalized on a scale of 100, with highest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based valuation as explained.
- (iii) The individual bidder's technical scores will be normalized as per the formula below:

$$T_n = T_b / T_{max} * 100, \text{ where,}$$

T_n = normalized technical score for the bidder under consideration

T_b = absolute technical score for the bidder under consideration

T_{max} = maximum absolute technical score obtained by any bidder

Minimum absolute technical score to qualify for technical evaluation is 60

8.2 Commercial/Financial Bid Evaluation

- (i) The Commercial bids of only those bidders who qualify in the technical evaluation will be opened. All other Commercial bids will not be opened. The Commercial bids of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below
- (ii) The lowest evaluated Financial Proposal (F_{min}) will be given the maximum financial score (F_n) of 100 points. The financial scores (F_n) of the other Financial Proposals will be computed as per formula for determining the financial scores given below:

$$F_n = 100 \times F_{min} / F_b, \text{ where,}$$

F_n = normalized finance score for the bidder under consideration

F_b = absolute financial score for the bidder under consideration

F_{min} = minimum absolute financial score obtained by any bidder

8.3 Final Bid Evaluation based on QCBS

- (i) Proposals will be ranked according to their combined technical (T_n) and financial (F_n) score as per pre-defined weightage.

- (ii) The Final Composite Score (S) shall be computed for each firm by assigning 70% weightage to the Technical Score (T_n) and 30% weightage to Financial Score (F_n) using the formula given below:

$$S = T_n \times 0.7 + F_n \times 0.3 \text{(rounded off to 2 decimal places)}$$

- (iii) Bidder with the highest final composite score will be called for negotiating the contract. In case of a tie in the final composite score, the bidder with the higher Technical Score will be invited for negotiations and selection first.
- (iv) In case the selected Bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.
- (v) The selected bidder has to deploy the PMU within 7 days of finalization of contract.

9. General Terms and Conditions

Terms and Conditions

i. While every effort has been made to provide comprehensive and accurate background information on requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by MeitY on the basis of this RFP.

ii. If bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

iii. Any notification of preferred bidder status by MeitY shall not give rise to any enforceable rights by the bidder. MeitY may cancel the whole RFP process at any time prior to a formal written contract being executed by or on behalf of the MeitY.

iv. This RFP supersedes and replaces any previous public documentation & communications related to the components mentioned in the RFP and bidders should place no reliance on such communications.

v. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

vi. 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.

vii. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, providing any additional information required by MeitY to facilitate the evaluation process, and in negotiating a valid 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.

- viii. All materials submitted by the bidder become the property of MeitY and may be returned completely at its sole discretion.
- ix. At any time prior to the last date for receipt of bids, MeitY 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 an amendment.
- x. The amendment will be published on the GeM portal and MeitY's website.
- xi. MeitY may terminate the RFP process at any time and without assigning any reason. MeitY makes no commitments, express or implied, that this process will result in a business transaction with anyone. The bidder must specifically indicate if there is any conflict of interest arising as a result of bidder or any consortium partner.
- xii. Subcontracting is not allowed at any condition.
- xiii. In case of any dispute on any matter related to the work allotted during the course of its implementation, the decision of the Secretary, MeitY shall be final and binding.

Conflict of Interest

The bidder must specifically indicate if there is any conflict of interest arising as a result of any share or investment of the Ministry of Electronics and Information Technology, (Govt. of India) or any of its department in the bidder or any consortium partner.

1. If there is a conflict of interest, the bidder must mention such conflict of interest in their bid for evaluation by MeitY and if requested by MeitY, give such undertaking as may be required by MeitY to mitigate any adverse impact of such conflict on the work allotted.
2. The bidder must specifically indicate if there is any conflict of interest arising if any staff/official who may be involved in the preparation, negotiation, management or enforcement of the contract has any private interest relevant to the proposal. If there is a conflict of interest, the bidder must give undertaking, indemnifying MeitY and confirming that the existence of any such staff/official will not affect the work allotted.

Inspection and Audit

The successful bidder shall, whenever required, furnish all relevant information, records, and data to auditors and/or inspecting officials of MeitY and or any authority designated by MeitY. MeitY reserves the right to call for any relevant material information/report which would help it in arriving at a decision.

Manage Risks

1. The successful bidder shall identify and bear all the risks involved in the provision of services.
2. MeitY shall not compensate for any losses, if any incurred by the successful bidder during entire contract period or extended/renewed period if any.
3. In case the successful bidder fails to deliver the services as stipulated in the delivery schedule, MeitY reserves the right to allot the work to alternate empanelled providers at the risk, cost and responsibility of the successful bidder.

Disqualification of Bid

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:-

- i. Bid is not submitted in accordance with the procedure and formats prescribed in this document.
- ii. During validity of the bid, or its extended period, if any, the bidder increases its quoted prices.
- iii. Bid is conditional and / or has deviations from the terms and conditions of RFP.
- iv. Bid is received in incomplete form.
- v. Bid is not accompanied by all the requisite documents.
- vi. Information submitted in bid is found to be misrepresented, incorrect or false, at any time during the processing of the contract or during the tenure of the contract including the extended period if any.
- vii. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- viii. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders will be disqualified. The bidder should not have been blacklisted by any government organization or agencies.

Limitation of Liability

In case of gross negligence, willful misconduct, breach of applicable laws, breach of representations & warranties and breach of indemnity provisions on the part of the Bidder or on the part of any authorized signatory acting on behalf of the Bidder in carrying out the Services, as well as in the following conditions:

-For any indirect or consequential loss or damage; and

-For any direct loss or damage that exceeds the total payments payable under the RFP to the Bidder hereunder

the Bidder, with respect to damage or loss caused by the Bidder to MeitY, shall be liable to MeitY.

Indemnity

The successful bidder must indemnify MeitY and its stakeholders against all third party claims of intellectual property rights infringement including infringement of patent, trademark/copyright or industrial design rights arising from the use of the services, designs, etc. and related services or articles published by third parties in magazines, newspapers or online news portal or websites, any part thereof. MeitY and its stakeholders stand indemnified from any claims raised by the hired manpower of the successful bidder relating to fees of any kind including but not limited to payment for professional fees or any services or claims relating to statutory dues. All such claims and dues shall be the sole responsibility of the successful bidder. MeitY and its stakeholders also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / bidder's manpower while discharging their duty towards performance of services.

Termination for Default

MeitY may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or part: if the bidder fails to deliver any or all of the services within the period(s) specified in the agreement, or within any

extension thereof granted by the MeitY pursuant to conditions of agreement or if the bidder fails to perform any other obligation(s) under the agreement.

In the event MeitY terminates the agreement in whole or in part, MeitY may avail, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the bidder shall be liable to MeitY for any excess costs for such similar services. However, the bidder shall continue the performance of the agreement to the extent not terminated. If the agreement is terminated for breach of any clause mentioned in this RFP, the bidder shall handover all documents/ information / MeitY's or its stakeholder's data or any other relevant information to MeitY in timely manner and in proper format (in the time and format as notified by MeitY) and should also support the orderly transfer of services without any delay/within the time specific to another empanelled legal service provider as per the exit management clause as informed by MeitY. The bidder should also support MeitY on queries relating to the work which was entrusted to the bidder. MeitY's right to terminate the agreement will be in addition to the liquidated damages mentioned in the RFP.

Termination for Insolvency

MeitY may at any time terminate the empanelment by giving four weeks written notice to the empanelled bidder, without any compensation to the empanelled bidder, if the empanelled bidder becomes bankrupt or otherwise insolvent or a bankruptcy or insolvency etc. proceeding is initiated against the successful bidder.

Force Majeure

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, acts of God (hereinafter referred to as "events"), neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay, provided the performance and/or delivery is resumed as soon as practicable after such event has come to an end or ceased to exist. The decision of MeitY as to whether the performance or delivery has so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 30 days, the MeitY may at its option, terminate the contract without any obligation to compensate.

Governing Law

The laws of India shall govern the RFP and for any legal issue the jurisdiction will be New Delhi.

Dispute Resolution

Any disputes or differences whatsoever arising between the parties out of interpretation or implementation of this RFP shall be, as far as possible, be settled amicably and resolved through mutual consultations or negotiations.

The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

The matter will be referred for negotiation between MeitY officials and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In the event the dispute is not amicably resolved by mutual consultations or negotiation in the manner as provided above, a party may after giving prior notice of dispute to the other party refer the matter to arbitration. The arbitration shall be held in accordance with the Rules of the arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (“the Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of Arbitration and Conciliation Act, 2015 (amended) or any amendments thereof. The arbitration shall be presided by a sole arbitrator mutually decided by the parties. The arbitrator shall hold his sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Any challenge to the award shall be subject to the exclusive jurisdiction of courts at New Delhi.

The “Arbitration Notice” should set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this RFP.

The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The bidder shall continue work under the RFP and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

Fraud and Corrupt Practices

- a. The 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, MeitY shall reject a Proposal without being liable in any manner whatsoever to the bidder, 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, MeitY shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the MeitY for, inter alia, time, cost and effort of the MeitY, in regard to the RFP, including consideration and evaluation of such bidder’s Proposal.
- b. Without prejudice to the rights of the MeitY under Clause (a) above and the rights and remedies which MeitY may have under the law, if a bidder, as the case may be, is found by the Competent Authority 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 during the execution of the Agreement or after the execution of the agreement, such bidder shall not be eligible to participate in any tender or RFP issued by MeitY for a period of 2 years from the date on which such bidder, as the case may be, is found by MeitY 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 maybe.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- “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 MeitY who is or has been associated in any manner, directly or indirectly with the selection process or has dealt with matters concerning the RFP or 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 MeitY, 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 during the execution of the Agreement or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the RFP or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of MeitY in relation to any matter concerning the services;
- “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “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;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by MeitY 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
- “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

10. Contact Details

Data Governance Division, MeitY, 6 CGO Complex, Electronics Niketan, Lodhi Road, New Delhi- 110003. Email: vinodk.dit@nic.in

11. FORMATS: PRE-QUALIFICATION (PQ)

1. Format PQ_1: Incorporation of Firm, Legal Entity

Required documents:

- Copy of Certification of Incorporation
- Copy of PAN
- Copy of Registration Certificate with the GST Authorities
- Certified true copy of balance sheet and Profit & Loss statement for last 5 years (FY 2016-17, 2017-18, 2018-19, 2019-20, 2020-21)

2. Format PQ_2: Financial Strength

Required document: Audited financial statements for the last three financial years (2018-19, 2019-20, 2020-21)

(Certificate from the Statutory Auditor*)

S. No.	Particulars	Details to be furnished
	Turnover of Bidder in consultancy business (in Rs. Crore)	
a.	FY 2018-19	
b.	FY 2019-20	
c.	FY 2020-21	

This is to certify that(name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm with date:

(Signature, name and designation of the authorized signatory)

*In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

3. Format PQ_3: Net worth of the bidder

Required document: Certificate from the Auditor or the Chartered Accountant clearly stating the net worth.

(Certificate from the Statutory Auditor*)

S. No.	Particulars	Details to be furnished
	Net worth (in Rs. Crore)	
a.	FY 2018-19	
b.	FY 2019-20	
c.	FY 2020-21	

This is to certify that (Name and address of the bidder) has a net worth as shown above against the respective years. The net worth shall mean (Subscribed and Paid up Equity+ Reserves) less (Revaluation Reserves+ miscellaneous expenditure not written off).

Name of the Chartered Accountant / audit firm:

Seal of the audit firm with date:

(Signature, name and designation of the authorized signatory)

*In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

4. Format PQ_4: Capability of the bidder

Required document: Certificate from appropriate authorized signatory along with the total work experience and number of years of service with the bidder's company

(On company's letterhead)

To,

General Administration, MeitY

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the Document for <name of the document>. I hereby declare that my company <name to be specified by bidder> has <number to be defined by bidder> technically qualified full- time Consultants working in Consultancy in India on its payroll as on 31st March, 2021. Details of the employees are:

Sr. No	Name of the employee	Designation	Total work experience work	Experience with the firm (in years)

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of Bidder)

5. Format PQ_5: Experience of similar nature as described in table at S.No. 3.1 under the title Indicative Work Description

(On company's letterhead)

To,
General Administration, Meity

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the Document for <name of the document>.

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

NOTE: To be filled separately for each project undertaken.

Assignment name:	Approx. value of the contract: INR
Country: Location within country:	Duration of assignment:
Name of Client:	Start Date: Completion Date:
Description of Project:	
Description of actual services provided by the company:	
Copy of Work order/ Purchase order/ contract for the project	
Accordance/Completion Certificate/ Client Certificate	

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of Bidder)

6. Format PQ_6: Non- Blacklisting

(On company's letterhead)

Date:

To,

General Administration, Meity

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the Document for <name of the document>.

I / We hereby declare that presently our Company/ firmis having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/PSU.

We further declare that presently our company/firm.....is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/Central Government/PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

12. FORMATS: TECHNICAL QUALIFICATION (TQ) EVALUATION

7. Format TQ 1: Turnover from consulting Services

Required document: Audited financial statements for the last three financial years (FY 2018-19, 2019-20, 2020-21)

(Certificate from the Statutory Auditor*)

S. No.	Particulars	Details to be furnished
	Turnover of Bidder in consultancy business (in Rs. Crore)	
a.	FY 2018-19	
b.	FY 2019-20	
c.	FY 2020-21	

This is to Certify that(name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm with date:

(Signature, name and designation of the authorized signatory)

In case the bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

8. Format TQ_2: Financial Strength- Projects of similar nature as described in table at S.No. 3.1 under the title Indicative Work Description

Required document: Audited financial statements for the last three financial years (FY 2018-19, 2019-20, 2020-21)

(Certificate from the Statutory Auditor*)

S. No.	Particulars	Details to be furnished
	Turnover of Bidder in consultancy business (in Rs. crore) in Projects of similar nature as described in table at S.No. 3.1 under the title Indicative Work Description related IT Consulting Services in India in last three years.	
a.	FY 2018-19	
b.	FY 2019-20	
c.	FY 2020-21	

This is to Certify that(name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm with date:

(Signature, name and designation of the authorized signatory)

*In case the bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

9. Format TQ_3: Experience of similar nature as described in table at S.No. 3.1 under the title Indicative Work Description (On company's letterhead)

To,
General Administration, MeitY

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the Document for <name of the document>.

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

NOTE: To be filled separately for each project undertaken

Assignment name:	Approx. value of the contract: INR
Country: Location within country:	Duration of assignment:
Name of Client:	Start Date: Completion Date:
Description of Projects:	
Description of actual services provided by the company:	
Copy of Work order/ Purchase order/ Contract for the project	
Accordance/Completion Certificate / Client Certificate	

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder)

10. Format TQ_4: Capability of the bidder

Required document: Certificate from appropriate authorized signatory along with the total work experience and number of years of service with the bidder's company

(On company's letterhead)

Date:

To,

General Administration, MeitY

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the Document for <name of the document>.

I hereby declare that my company <name to be specified by bidder> has <number to be defined by bidder> technically qualified full-time Consultants on payroll, working in projects of similar nature as described in point 3.1 in the table Education Qualification and Experience under the title "Indicative Work Description" () in India as on 31st March 2021.

Details of the employees are:

Sr. No	Name of the employee	Designation	Total work experience	Experience with the firm (in years)

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

11. Format TQ_5: Quality certifications

Required documents:

- ISO Certification or equivalent

(Copy of valid certificates issued to the bidder by respective agencies)

12. Format TQ_6: Details of Technical manpower/Resources

Technical Key Professional Staff

Sl. No.	Name	Position	Role in the Project
1.			
2.			
3.			
4.			
5.			
6.			

The bidder shall provide the profiles of the proposed resources in the following format. Bidder must ensure submission of individual format (table) for each of the proposed resources.

1	Proposed Position & Skillset				
2	Name of Firm				
3	Name of Resource				
4	Date of Birth				
5	Education	S. No.	Degree	Institution	Year and Duration
		1.			
		2.			
6	Membership of Professional Association & societies				
7	Summary of Key Trainings & Certifications				
8	Countries of work Experience				
9	Language Proficiency	Language	Read	Write	Speak
10	Employment Record				
	From (Year):	To (year):			

	Employer:		
	Positions held:		
	From (Year):	To (year):	
	Employer:		
	Positions held:		
11	Highlights of assignments handled and significant accomplishments	Project Name	
		Year	
		Location	
		Client	
		Position(s) held	
		Main Project features	
		Activities performed	
		Project Name	
		Year	
		Location	
		Client	
		Position(s) held	
		Main Project features	
		Activities performed	
12	Contact Information	Email ID:	
		Phone No: +91	

13. Format TQ_7: Quality of proposal (Approach and Methodology)

Technical approach, methodology and work plan are key components of the Technical Proposal.

You are suggested to present Approach and Methodology divided into the following sections:

- Understanding of the project
- Potential initiatives given the priorities
- Technical Approach and Methodology
- Proposed work plan

Technical Approach and Methodology: You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you

propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

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

* Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase. Duration of activities shall be indicated in the form of a bar chart.
