



Request for Empanelment (RFE)
of
Training Partners
For
Conducting Trainings
For
e-Governance Capacity Building (CB) Scheme (Phase II)
under NeGD, Deptt of Electronics and IT, Govt of India

RFE No. NeGD/07-10/2015

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Abbreviations

| | | | |
|-------|-----------------------------------|-------|----------------------------------|
| MMP | Mission Mode Project | NE | North East |
| GPR | Government Process Re-engineering | DONER | Development of North East Region |
| LMS | Learning Management System | NEC | North Eastern Council |
| KMS | Knowledge Management System | | |
| NeGD* | National e-Governance Division | | |
| CB | Capacity Building | | |
| eGCF | e-Governance Competency Framework | | |
| eGLP | e-Governance Leadership programme | | |
| eGCP | e-Governance Champions programme | | |
| eGEP | e-Governance Executives programme | | |
| SCSP | Scheduled Caste Sub Plan | | |
| TSP | Tribal Sub Plan | | |
| SI | System Integrator | | |
| EMD | Earnest Money Deposit | | |
| PBG | Performance Bank Guarantee | | |
| CD | Compact Disc | | |
| CV | Curriculum Vitae | | |
| ES | Evaluation Score | | |
| MSA | Master Service Agreement | | |

* NeGD: The Department of Electronics and Information Technology, Government of India has formed the National e-Governance Division (NeGD) as an autonomous business division within Media Lab Asia, under the Ministry of Communication and Information Technology, Government of India, for supporting and assisting Department of Electronics and Information Technology in the Program Management of NeGP (e- Kranti) and supporting Digital India Program.

1. Background

Approved by the Government of India, Digital India is an ambitious program to 'transform India into a digital Empowered society and Knowledge economy', the focus is on being transformative to realize IT (Indian Talent) + IT(Information technology) = IT(India Tomorrow). The program aims to benefit every section and sector of the country by creating an ecosystem for delivery of user centric and qualitative Digital Services. It is an umbrella program which envisages taking together both the Government and the private sector on a fantastic journey of creating Digital India. It is an Umbrella Program that covers multiple Government Ministries and Departments. It weaves together a large number of ideas and thoughts into a single, comprehensive vision so that each of them is seen as part of a larger goal.

This shift requires considerable enhancement of capacities for visualizing, conceiving and delivering projects aimed at transforming existing systems. This requires knowledge of domain as well as technical and techno-commercial-legal capabilities in different levels of government officials. Above all, it requires a basic change in the outlook and functioning of government, so that it becomes citizen-centric rather than process-centric. Moreover, the implementation of numerous e-Governance projects in the country requires specialized professionals who have requisite skills and knowledge in respective areas. With various MMPs in different stages of planning and implementation, various levels of government officials are involved on different e-Governance projects and they require a deeper understanding of various components to enable them perform more effectively.

The Department of Electronics and Information Technology (DeitY), Government of India has formed the National e-Governance Division (NeGD) as an autonomous business division within Media Lab Asia, under the Ministry of Communication and Information Technology, Government of India, for supporting and assisting DeitY in the Programme Management of NeGP. The task of supporting coordination of Digital India is also being handled by NeGD.

NeGD supports DeitY in the following tasks: Facilitating implementation of Mission Mode Projects by Line Ministries/State Governments; Providing technical assistance to Central Ministries/State Line Departments; Acting as Secretariat to Apex Committee; Undertaking technical appraisal of all NeGP projects to examine issues such as overall technology architecture, framework, standards, security policy, service delivery mechanism, sharing of common infrastructure; Human Resource Development, Training and Awareness Building, Framing core policies, technical assistance, R&D, awareness and assessment and creation of organization structure;

NeGD is also the Central Agency for implementation of Capacity Building Scheme which is aimed at providing technical and professional support to Centre/State/UTs Government at policy and decision making bodies and to develop specialized skills for e-Governance including enhancing capacities of in-service government officials through Training Initiatives . In addition to this Scheme, NeGD has taken up other initiatives to strengthen North Eastern States and targeted training programme for SC & ST officers serving under TSP and SCSP areas.

To build such competencies and meet the objective of Digital India, capacity building at this magnitude can only be done by leveraging technology. To fulfill this requirement Capacity Building Scheme Phase II has been approved to build capacities for Centre and State government employees. This has to be implemented by National e-Governance Division. NeGD has been assigned a task to draw strong focus to put in place mechanisms by leveraging technology and developing Learning Management System (LMS) and Knowledge Management System (KMS) and benchmarking the competencies of government officials as per e-Governance Competency Framework for skill building, to meet the speed and scale across Central and State levels. NeGD as the central coordinating agency at the national level is working with this vision for all these activities.

2. Capacity Building Scheme Phase II (CB-II)

Department of Electronics and IT (DeitY) has entrusted the implementation of Capacity Building Scheme Phase II under Digital India to National e-Governance Division (NeGD). The capacity building scheme (CB Scheme Phase I) was approved by the Government of India in 2008 for taking National e-Governance Plan (NeGP) forward across the country in all the States and Union Territories. The scheme aims at providing technical and professional support to State level policy and decision making bodies and to develop specialized skills for e-Governance both at Central Line Ministries and State/UTs.

CB II addresses various aspects of skill-building part to perform in various e-Gov projects. The key objective of the scheme is to develop e- governance capacity and skills within the State Government Departments and Central Government Ministries and Departments, e.g. Government Process Re-engineering (GPR), Business models, Project Management, Change Management etc. In order to successfully implement e-Governance projects, skill building is required in various areas including regulatory framework for e-Governance, project management, e-Governance Project Lifecycle, Government Process Re-engineering, Business Model in e-Governance projects, Change Management, Regulatory Framework for e-Governance Implementation, Information Security Management, Communication and Presentation Skills, Preparation of Detailed Project Report (DPR), RFP etc.

In order to meet the objective of Capacity Building for Digital India in a limited time and building capacities at this magnitude can only be done by leveraging technology, conduct competency based skill building (e-Governance Competency Framework)and building partnerships with training institutes,

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industry and academia. Hence, NeGD as the central coordinating agency at the national level is working with this vision to meet the objective.

At the State/UT level, Secretary of the respective State IT Department (or any other department nominated by the State government) and the State Nodal Agency will be responsible for implementing the proposed Capacity Building scheme Phase II. NeGD will co-ordinate at the central Level.

Trainings under CB-II need to be enhanced through new modes of teaching methodologies by the use of technology to increase the reach, create systematic training information and easy access to information. A Learning Management System (LMS) has been approved to cater to these needs under CB-II. An LMS is one of the key components of CB Phase II and would enable continuous learning, driven by role-based knowledge and skills as envisaged in the e-Governance Competency Framework (e-GCF). A competency-based training approach will help e-Governance practitioners to understand what skills and knowledge are needed for their job and where exactly they are on a training track.

An e-Governance Competency Framework (e-GCF) has been developed with an objective to strengthen capacity building for e-Governance/ Digital India by setting standards in people selection, deployment and trainings. The framework has the following key components:

- (a). Identifies and defines a comprehensive set of competencies critical to implementation of e-Governance under Digital India/NeGP
- (b). Helps in the principle of 'Deploy right - Develop right' talent for implementing Digital India/NeGP
- (c). Defines 19 e-Gov job roles covering all aspects of e-Governance project lifecycle

2.1 Training categories and target audience

| Training Programme | Target Audience |
|--|--|
| Leadership Meet | Political and Senior Administrative / Policy level – Central, State/UT |
| Specialized training for e-governance | Policy level, SeMT, PeMT, Department level official associated with e-Gov initiatives, Central & Line Ministries |
| Chief Information Officer (CIO) training programme | <ul style="list-style-type: none">• Leadership programme (eGLP) – Senior Level – Principal Secy (State), JS(Centre)/Commissioner, AddlSecy• Champions programme (eGCP) - Middle Level – Director, Addl Director, Joint Director• Executive programme (eGEP) – Operational Level – Section officer, Under Secyetc |
| Technical training and Thematic Workshop | Domain specific/thematic workshops for Central/State officials, SeMT/PeMT members |
| Online Training for e-Governance / | Policy level, SeMT, PeMT, Department level official |

| | |
|---------------------------------|--|
| Certification programmes | associated with e-Gov initiatives, Central & Line Ministries |
| SeMT/PeMT orientation trainings | SeMT, PeMT, Department level official associated with e-Gov initiatives, Central & Line Ministries |

3. Invitation for Proposals

3.1 RFE notice

This RFE document invites detailed proposals from the eligible training providers (bidders) to submit their pre-qualification criteria and technical offers for managing end to end, including delivery of trainings and certification of completion of the same, with the conditions and in the manner prescribed in this RFE document.

Bidder agencies are advised to study this RFE document carefully before submitting their proposals in response to the RFE 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.

Bidder agencies are requested to attend a pre-bid conference on 23rd Sep, 2015.

4. Critical Information

| S. No | Information | Details |
|-------|---|---|
| 1. | Bid inviting authority | NeGD |
| 2. | RFE No. and Date | NeGD/07-10/2015 dated 3 rd Sep, 2015 |
| 3. | Last date for submission of written queries for clarifications (email only) | 20 th Sep, 2015 at 03:00 p.m. Email : Sudipta@negp.gov.in |
| 4. | Cost of RFE document | The cost of RFE is ZERO. |

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| S. No | Information | Details |
|-------|--|--|
| 5. | Earnest Money Deposit (EMD) | Rs. 10,00,000/- (Rupees Ten lakhs) in the form of Demand Draft or Fixed Deposit Receipt (valid for a period of one year) from Nationalized/ Scheduled bank in favor of: Media Lab Asia - NeGD, payable at New Delhi. |
| 6. | Date of pre-bid conference | 23 rd Sep, 2015 at 03:00 PM |
| 7. | Release of response to clarifications and issuance of corrigendum | 30 th Sep, 2015 at 02:00PM |
| 8. | Last date of purchasing/downloading RFE | 13 th Oct, 2015 |
| 9. | Bid Validity Period | 120 days from the last date (deadline) for submission of proposals |
| 10. | Last date (deadline) for submission of Bids | 14 th Oct, 2015 up to 03:00PM |
| 11. | Opening of Technical Bids | 19 th Oct, 2015 at 11:00AM |
| 12. | Technical presentation by bidders (For bidders qualifying pre-qualification criteria only) | Technical presentation will begin on 21 st Oct, 2015 at 11:30 AM in alphabetical order of bidder name. Each bidder will be given ½ hour slot to present. |
| 14. | Contact Person for queries | Mr Sudipta Paul, Consultant, NeGD Electronics Niketan, Department of Information Technology 6, CGO Complex, New Delhi Phone :+91-11-3048-1654 Email :Sudipta@negp.gov.in |
| 15. | Addressee and Address at which proposal in response to RFE notice is to be submitted: | Smt Caralyn K Deshmukh, Director (CB) Electronics Niketan, Department of Information Technology 6, CGO Complex, New Delhi Phone :+91-11-24301652 Email :carakhongwar@negp.gov.in |
| 16. | Deadline/ last date for furnishing performance security | Within 15 days from the date of issue of Work Order. |
| 17. | Performance security value (Performance Bank Guarantee) | 10% of the quoted amount in the form of Bank Guarantee (from Nationalized/ Scheduled Banks only) |
| 18. | Performance security validity period | Valid till Mar' 2017 |

| S. No | Information | Details |
|-------|--|---|
| 19. | Deadline / last date for signing agreement | Within 15 days of receipt of the Work Order |

5. Eligibility Criteria

5.1 General Eligibility

The RFE can be responded by Training providers, State Training Institutes, Central Training Institutes etc. Categories of organizations can be government, semi-government and private organizations with at least five years of experience in the said categories.

5.2 Pre-Qualification Criteria

| SN | Pre-Qualification Criteria | Required details |
|----|---|--|
| 1 | Certificate of Registration | The Firm/ Agency / Institution should possess and furnish proof of Certificate of Registration/Incorporation/Gazetted Order of Constitution. It should also provide the PAN/TAN/TIN& Service Tax registration as applicable. |
| 2 | The organization must have positive net-worth as on 31 st March 2015 | Certificate by Chartered Accountants or statutory auditors of the bidder. |
| 3 | Is a training provider | Article of Association of the bidder company and its Registration papers |
| 4 | The bidder should have average annual turnover of minimum Rs. 5Crores from training delivery Projects (Not applicable for Government Central & State Training Institutes etc) for last three financial years (FY 2012-13, 2013-14, 2014-15) | Audited balance sheets authenticated by the Statutory auditor or firm of Chartered Accountants |
| 5 | Total no of corporate and/or Government trainings conducted per year for last three years(FY 2012-13, 2013-14, 2014-15) | Minimum 200 Corporate and/or Government trainings covering at least 3000 participants / trainees. References (contract details, contact details of customers, completion certificates, customer satisfaction certificate, etc.) for these projects to be provided. |
| 6 | No. of on-roll faculty/ Resource Persons/ Training Co-ordinators providing e-Gov trainings including permanent employees, present contractual employees, empanelled subject matter experts | At least 30 such on-roll faculty / Resource Persons/ Training Co-ordinators providing e-Gov trainings including permanent employees, present contractual employees, empanelled subject matter experts |
| 7 | Details of company profile & Strength | i). Company background, history and why the proposer is qualified to provide the services described in this RFE ii). A description of the firm's / Agency's/ Institution's structure, including resumes of |

| SN | Pre-Qualification Criteria | Required details |
|----|---|--|
| | | the Principal or Director, Project Manager and professional staff (qualifications, expertise, level of involvement, etc.) who would work directly with NeGD/States |
| 8 | The bidder must have company registration certificate, valid sales tax/ VAT registration certificate, valid service tax registration certificate | Copy of certificates |
| 9 | The bidder must not be blacklisted/ debarred/ suspended/banned by any Ministry/ Department of State or Central Government/PSU on the last date of filing of responses to this RFE | A Self Declaration stating to this effect is required to be signed by authorized signatory of the agency with seal. |

6. Instructions to bidders

The entire proposal shall be strictly as per the format specified in this RFE including annexure I - VII. Bids with deviation from this format shall be rejected. The bidders are required to submit the bid in two separate envelopes as follows:

Envelop A: Pre qualification Criteria - 2 copies (Original and one copy).

Envelop B: Technical Bid - 2 copies (Original and one copy).

Each copy of Pre qualification criteria and Technical Bid of the tender should be covered in separate sealed covers super-scribing "Pre-qualification Criteria" & "Technical Bid" respectively. Each copy of each bid should also be marked as "Original" & "First copy" as the case may be.

- Two copies of each bid should be put in a single sealed cover super-scribing "Pre-qualification criteria" and "Technical Bid" as the case may be.
- Two envelopes containing copies of Pre-qualification criteria and Technical Bid should be put in another single sealed envelope clearly marked "Training Partner for conducting trainings towards Implementation, Operations and Management of "CB-II", these envelopes are to be super scribed with RFE Number and the wordings "DO NOT OPEN".
- The cover thus prepared should also indicate clearly the name, address, telephone number, e-mail ID and fax number of the bidder to enable the bid to be returned unopened in case it is recived and declared late.

- Each copy of the tender should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately.
- Any deficiency or deviation in the documentation may result in the rejection of the bid.
- In case of any discrepancy observed by NeGD in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- As part of the bid, bidder should also provide the Pre-Qualification Criteria and Technical bid in soft copy format, in the form of a non-re-writeable CD (Compact Disc) or flash drive as follows:
 - i) Two copies of CD /flash drive each containing the pre-qualification criteria and technical bid - The CDs /flash drive containing pre-qualification criteria and technical bid should be sealed along with the hard copies of the respective bids. The CD/flash drive should contain a single PDF file with all the relevant information included in a sequence exactly as in the paper proposal.
 - ii) All CDs/flash drive submitted by the bidder must be in sealed covers. The sealed covers must be duly signed by the bidder (and the CD/flash drive media marked using a “Permanent Pen/Marker”) and should be super-scribed with “Pre-Qualification Criteria” and “Technical Bid -Soft Copy”, as the case may be and should also bear the name and address details and contact number of the bidder.
 - iii) Bidder must ensure that the information furnished in respective CDs/ flash drive is identical to that submitted by them in the original paper bid document. In case of any discrepancy observed by NeGD in the contents of the CDs/flash drive and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.
- If the outer envelope is not sealed and marked as indicated above, NeGD will assume no responsibility for the bid’s misplacement or premature opening.

In case of any discrepancy between the soft copy and the hard copy versions of the proposal, the hard copy version will be considered as the final version and be evaluated accordingly.

6.1 Cost of RFE

The complete RFE document is available at the office of NeGD, Electronics Niketan, 6 CGO Complex, New Delhi – 110003 at no cost. The bidders can also download the RFE document from “www.negp.gov.in”.

6.2 Transfer of RFE

The RFE document is not transferable to any other bidder.

6.3 Bid Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFE documents carefully. Submission of bid shall be deemed to be done after careful study and examination of the RFE document with full understanding of its implications. The response to this RFE should be full and complete in all respects. Failure to furnish all information required by the RFE documents or submission of a proposal not substantially responsive to the RFE 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. The decision of NeGD in this regard is final and binding to all bidders.

6.4 Proposal Preparation costs

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NeGD to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. NeGD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This RFE does not commit NeGD to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the bidder become the property of NeGD and may be returned at its sole discretion, provided, any materials which are identified as "Proprietary and Confidential Material of Bidder" shall remain the property of such bidder and the NeGD shall maintain confidentiality of such materials.

6.5 Conflict of Interest

In case the bidder/organization is already appointed/working as PMU in response to the RFP no. N-22013/1/2015-NeGD, it won't be eligible to participate in this RFE as Training Partner due to conflict of interest as the PMU is assigned the task of evaluation of training programmes etc.

Moreover, if any organization/bidder, who is participating in the RFE for Content Partners, won't be able to eligible to participate in this RFE for Training Partner and vice versa.

6.6 Signing of Communication to NeGD

All the communication to NeGD including this RFE and the bid documents shall be signed on each page by the authorized representative of the bidder and authority letter should be attached with the bid.

6.7 Bidder inquiries and NeGD responses

All enquiries / clarifications from the bidders, related to this RFE, must be directed in writing/ e - mail to the contact details notified in this RFE document. The preferred mode of delivering written questions to the aforementioned contact details would be through mail or fax or email. Telephone calls will not be accepted. In no event will NeGD be responsible for ensuring that bidders' inquiries have been received by NeGD.

6.8 Amendment of RFE Document

a) At any time till 7 days before the deadline for submission of bids, NeGD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFE document by an amendment. All the amendments made in the document would be circulated to the bidders through e-mail and will form part of RFE for purpose of bid evaluation. All the amendments made will also be available on website www.negp.gov.in.

b) The bidders are advised to be in contact with NeGD on regular basis for checking necessary updates. NeGD also reserves the right to amend the dates mentioned in this RFE for bid process.

c) In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, NeGD may, at its discretion, extend the last date for the receipt of bids by a reasonable period.

6.9 Supplemental Information to the RFE

If NeGD deems it appropriate to revise any part of this RFE or to issue additional data to clarify an interpretation of provisions of this RFE, it may issue supplements to this RFE. The same will be uploaded as corrigendum on www.negp.gov.in. Any such corrigendum shall be deemed to be incorporated by this reference into this RFE.

6.10 NeGD's right to modify submission deadline

NeGD may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an 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.

6.11 NeGD's right to terminate the process

NeGD may terminate the RFE process at any time and without assigning any reason. NeGD makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFE does not constitute an offer by NeGD. The bidder's participation in this process may result in NeGD 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 NeGD to empanel. The NeGD may terminate negotiations at any time without assigning any reason. Moreover, mere empanelment with NeGD does not guarantee allocation of work.

6.12 Earnest Money Deposit (EMD)

Bidders shall submit, along with their bids, EMD of Rupees 10 Lakhs only in the form of a Demand Draft drawn on Nationalized/Scheduled bank only or in the form of Fixed Deposit Receipt (valid of one year) in favour of Media Lab Asia - NeGD payable at New Delhi.

- The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- Unsuccessful bidder's EMD will be discharged/ returned within 60 days after the selection of PMU.
- The EMD shall be submitted with the technical bid in a separately sealed envelope. Bids submitted without EMD will be rejected.
- The EMD may be forfeited:
 - If a bidder withdraws his bid 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 for any reason not attributable to NeGD or to furnish Performance Bank Guarantee within specified time; or
 - During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization; or
 - During the bid process, if any information is found to be wrong/ manipulated/ hidden in the bid.
- The decision of NeGD regarding forfeiture of the EMD amount and rejection of bid shall be final and binding to the bidder.

6.13 Authentication of Bid

The original and all copies of the bid shall be typed or written in indelible ink. The original and all copies (hard copies) shall be signed by the bidder or a person(s) duly authorized to bind the bidder to the contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialled and stamped by the person or persons signing the bid.

6.14 Validation of interlineations in bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

6.15 Language of bids

The bids and all correspondence and documents relating to the bids, shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language. In case of ambiguity, the English version of the bid shall be considered final and binding. There should be proper page numbering on every page of bid for proper referencing.

6.16 Documents comprising the bid

The bids prepared by the bidder shall comprise of the following:

Envelop A: Pre- Qualification Criteria: The bid should comprise of Pre- Qualification Criteria along with all the supporting documents as mentioned in RFE.

Envelop B: Technical Bid: The bids prepared by the bidder shall comprise of the following:

- An authorization letter of competent authority, the bidder to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of RFE.
- Declaration that the bidder has not been debarred/ blacklisted by any State/Central Govt./ UT Administration/Semi-Government Organization/ PSU, etc. for quality of services.
- Declaration by the bidder about the projects currently undertaken and satisfactory execution of the project under NeGP/ Mission Mode Projects, and in such cases the complete details of the project value, project period, and current progress as on date should be provided. NeGD has the right to evaluate and counter check with the respective Government agency on the performance of the bidder.
- Curriculum Vitae (CV) of proposed staff to be deployed for the project as per annexure-V.

6.17 Period and Validity of bids

The bid shall be valid for 120 days from the closing date of submission of the bid. In extreme circumstances, NeGD at its discretion may solicit the bidders consent to extend the period of validity. The request and the responses for the same shall be made in writing. The bid valid for shorter period shall be rejected as non responsive bid. In any case bid once submitted cannot be withdrawn. Any conditional bid would be summarily rejected.

6.18 Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of NeGD.

7 Scope of Work

Conducting end-to-end trainings under CB-II:

❖ Training Management

- Ensure and Manage end to end Training for pre- during and post activities
- Perform Training Need Analysis, share the inception report with propose training calendar accordingly
- Plan the trainings and draw up a training calendar in consultation with NeGD
- Develop Key Performance Indicator (KPI) or outcomes indicators for trainings to be conducted
- Check the adequacy and relevance of the content prepared by the content partner
- Ensure that only NeGD approved contents are used in the trainings with exceptions approved by NeGD
- Delivery of Face-to-face training with mandatory e-module till the implementation of LMS
- Training delivery through LMS, once it is operational (including provision of instructors/mentors on LMS) in co-ordination with NeGD)
- Training delivery through other modes such as Instructor led training (ILT), Virtual ILT (VILT) and blended training
- Support to participants for sharing any training related information in-terms of registration, course- info, faculty, venue etc
- Certification mechanism for the participants of the training
- Facilitating Partnership with International Partners / Domestic Partners for Best Practices exposure
- Facilitating inputs from Expert Resources and Subject Matter Experts
- Maintain and share database of all the trainings conducted including but not limited to details of participants, contents, output of group activity (if any), feedbacks etc and integrate the same into LMS
- e-Learning – Delivery of e-Content through LMS
- Blended learning – Combination of ILT and VILT/e-Learning
- The concepts requiring hands-on-training/group work to be taught in classroom mode
- Imparting specialized training, Orientation program for decision makers (State Legislature and senior bureaucrats), Central Line Ministries, State Governments & SeMTs, knowledge sharing and bringing in international best practices
- Meet the target of total number of officials to be trained as per the project in para (2)
- Bidder to arrange training venue in case state level training institute is not available
- Making suitable arrangements for venue as per the batch size duration of the training
- Making necessary travel arrangements for the participants and faculty based on the programme requirement
- Achieving the set objective of the training (to be shared during work allocation)
- Delivery of all training programmes to be as per the predefined quality parameters as per NeGD

❖ Awareness & Communication

- Propose mechanism for spreading awareness of the training programmes
- Obtaining nomination of relevant roles and levels of officials from concerned targeted Departments/ Ministries
- Screening of the nominations as per defined eligibility
- Coordination with State/UT/Central Ministries for getting nominations
- Coordination with State/UT/Central Ministries for coming on board LMS
- Collaboration with national and state level training institutes for conducting the trainings, course co-ordination and utilization of infrastructure etc.
- Strengthening of Government Training Institutions in States
- Create a central pool of trainers as per various e-Governance domains and availability

- Develop mechanism for empanelment of trainers
- Trainers to be listed on the website and classified based on their expertise and location
- Assessment of the trainings conducted

❖ Feedback management

- Online gathering of expectations from the participants before the trainings
- Online feedback collection at the end of each and every training
- Analyzing the expectations and feedback for improvements / next steps

❖ Report Management

- Generate and maintain anchor reports for each programmes
- Generate weekly and/or monthly training report
- Submission of (ad hoc) reports in the format and interval requested by NeGD
- Customization of reports as per NeGD's request
- Create and maintain an electronic repository of all training related data to be available to the Government for future use and also host it on the NeGP Portal or any other portal/software tool available with DeitY/NeGD.
- All the project related data, including but not limited to number of trainings conducted, database of nominees, participants and their profiles, feedback, training content etc will be owned by NeGD during and after the project tenure.

This is an indicative list of works to be performed by the Training Partner. However, there might be few additional task as per project requirement in the domain of training delivery.

8 The Bid Process

8.1 Pre-Bid Conference

- NeGD will host a pre-bid conference on ----Aug, 2015. If there would be any change in date, then the same will be informed to the bidder.
- The bidder or its official representative will be invited to attend the pre-bid conference.
- Bidders may confirm their participation one day in advance.
- The purpose of the meeting is to provide bidders with information regarding the RFE and the Project requirements, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFE and the Project.
- The response of the pre-bid conference shall be uploaded on the website: www.negp.gov.in
- NeGD may make modifications to the RFE if necessary as a result of pre-bid conference. All such modifications made to the RFE by NeGD will be issued as a corrigendum to the RFE shall be uploaded on the website: www.negp.gov.in
- NeGD reserves the right to hold the pre-bid conference without assigning any reason.

8.2 Tender Evaluation Committee

The Tender Evaluation Committee constituted by NeGD shall evaluate the bid response submitted by the bidders. The decision of the Tender Evaluation Committee in the evaluation of the Pre –

Qualification Criteria and Technical bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the committee.

8.3 Opening of bids

NeGD reserves the right to postpone or cancel the opening of the bid.

- The bidders' representatives, who are present at the time of opening of the bid, shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the same time and location on the next working day. However if there is no representative of the bidder, NeGD shall go ahead and open the bid of the bidders.
- During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- To assist on the scrutiny, evaluation & comparison of offers, NeGD may at its discretion ask some or all the bidders for clarification of the offer. The request of and response to such clarification and response shall be necessarily be in writing.
- The bidders shall be responsible for properly super-scribing and sealing of each envelope. Neither NeGD nor the Tender Evaluation Committee shall be responsible for accidental opening of envelopes that are not properly super-scribed and sealed.

8.4 Award Criteria

NeGD will award the empanelment contract to the bidders whose bid has been determined to be technically qualified as per the criteria set in this RFE.

8.5 NeGD Rights to accept / reject any or all proposals

NeGD 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 assigning any reason.

9 Evaluation Process

9.1 Overall Bid Evaluation

- Tender Evaluation Committee will evaluate and compare the bids determined to be substantially responsive.

Substantially Responsive bid: A substantially responsive bid is one, which confirm to all the requirements, terms, conditions and specifications of the Request for Empanelment without any material deviations. Deviations or objections or reservations to critical provisions such as those

concerning performance security, warranty, applicable Law, taxes and duties will be deemed as material deviation and make the bid liable for rejection.

- NeGD's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. It is NeGD/ Tender Evaluation Committee's intent to select the proposal that is most responsive /advantageous to the project needs and each proposal would be evaluated using the criteria and process outlined in this section.
- The technical evaluation of bids will be carried out using a points system. Bidders with score of 70 and above (56 or above for all Central & State Training Institutes etc) in the technical bid shall be considered as technically qualified. The technically qualified bidders will be empanelled.
- If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid would be rejected and may result in forfeiture of EMD amount.
- The Tender Evaluation Committee may waive any minor infirmity, nonconformity or irregularity which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

9.2 Evaluation of bids

Tender Evaluation Committee will carry out a detailed evaluation of the Technical bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the RFE. In order to reach such a determination, Tender Evaluation Committee will examine the information supplied by the bidders, and shall evaluate the same as per the evaluation criteria specified in this RFE.

The Tender Evaluation Committee shall invite only shortlisted bidders to make a technical presentation. The purpose of such presentations would be to allow the bidders to present their proposed approach and solutions to the Tender Evaluation Committee and the key points in their proposals.

9.3 Technical Bid Evaluation

The Objective of the Technical bid evaluation is to short list bidders who have the technical expertise/skills that are essential to establish / implement this business activity as envisaged in the scheme.

The technical bids shall be evaluated by the Tender Evaluation Committee based on a weighted point system, assessing each bidder's ability to satisfy the requirements set forth in the RFE Document. The Tender Evaluation Committee will evaluate the technical proposals by taking into account factors

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mentioned below. The information furnished by the bidders in the technical bid shall be the basis for this evaluation.

Each of the Technical bids shall be evaluated on a score of 100 points (80 for all Central & State Training Institutes etc)

Each Proposal will be evaluated according to the following criteria, but not limited to:

- Project objective, scope of work and understanding along with past experience in projects executed of similar nature. Bidders must demonstrate their experience by submitting documentary proof.
- Capability of the Proposed Team: Experience and capability of the proposed team in similar projects/technologies and relevant certifications, if any, of the project team which might help in project delivery.
- Feasibility and Technical Viability of the Proposed Solution – The bidder’s Implementation, Operation and Maintenance Plan, proposed training calendar, its deployment of sound project management strategy etc. for the project. Also the quality, responsiveness, responsibility, ease of use, reliability and comprehensiveness of the proposed technologies, monitoring solution, standard Information Systems Security Policies etc. would be evaluated from the perspective of the proposed solution.
- In support of the different criteria, the bidder has to submit the applicable documents.
- An Evaluation Score (ES) shall be assigned to each prospective bidder on the basis of the technical bid submitted. The technical evaluation score shall be based on the number of points that shall be awarded as per the following Evaluation Criteria

| S No. | Criteria | Marks |
|-------|---|---|
| 1 | The bidder should have Average annual turnover of minimum Rs. 5 Crores from training delivery projects (Not applicable for all Central & State Training Institutes, IIPAs; according required ES for these institutes would be 56 to be technically qualified)for last three financial years (FY 2012-13, 2013-14, 2014-15) | 5 Cr --- 14 >5 Cr to 7 Cr --- 16 >7 Cr to 10 Cr --- 18 >10 Cr --- 20 |
| 2 | The bidder must have completed/ongoing at least five training / capacity building projects in e-Governance domain (Certification of Completion and work order/self declaration required for completed and ongoing projects) | 5 proj --- 14 6 proj to 8 proj --- 16 9 proj to 10 proj --- 18 >10 proj --- 20 |
| 3 | Organization profile, including short history, core competency and resources available at head office & field level. | As per evaluation committee (Max 10) |
| 4 | Total no of corporate and/or Government trainings conducted per year for last three years (FY 2012-13, 2013-14, 2014-15) (Certification of Completion and work | 200 trainings --- 14 201 to 300 trainings --- 16 301 to 400 trainings --- 18 |

| S No. | Criteria | Marks |
|-------|--|--|
| | order/self declaration required for completed and ongoing projects) | >400 trainings --- 20 |
| 5 | <u>Proposed Approach & Methodology:</u> Demonstration understanding of the project's objectives, scope and requirements. Following parameters will be examined for evaluation: 1) Clarity and depth of understanding of the project's objectives, scope and requirements 2) Risks identification and proposed mitigation plan | As per evaluation committee (Max 10) |
| 6 | Project Governance Structure, Escalation Mechanism, Status Reporting Mechanism & Project Team | As per evaluation committee (Max 10) |
| 7 | No. of on-roll faculty/ Resource Persons/ Training Co-ordinators providing e-Gov trainings including permanent employees, present contractual employees, empanelled subject matter experts (Self Certificate from HR of the organization) | 30 numbers --- 7 31 to 40 numbers --- 8 41 to 50 numbers --- 9 >50 numbers --- 10 |
| | Total | 100 |

10 Selection Procedure

10.1 Notification of Award of Empanelment

Prior to the expiration of the period of proposal validity, NeGD or its authorized person will notify the successful bidder in writing or by fax or email that the bidder has been empanelled.

NeGD would ask for financial bid from the empanelled bidders for future work allocation as per specifications / requirements.

The bidder shall acknowledge in writing to NeGD the acceptance of the empanelment.

Since the quantum and type of workshops will vary from each other, detailed scope of work, timelines of deliverables, payment terms and penalty clauses will be shared during the call for financial bid for actual allocation of work.

All incidental expenses of execution of the agreement shall be borne by the successful bidder.

10.2 Performance Bank Guarantee

Once selected during allocation of work, the bidder shall submit Bank Guarantee of amount equivalent to 10% of the contract value as unconditional and irrevocable Performance Bank Guarantee (PBG) from the Nationalized/ Scheduled Bank in the name of Media Lab Asia –NeGD as per annexure VII.

The Performance Bank Guarantee shall be valid till the end of the assignment from the signing the agreement. The Performance Bank Guarantee shall be returned to the bidder only on completion of all work satisfactorily by the mentioned timeline. In case bidder fails to perform the obligation as per the agreement, the Performance Guarantee will be evoked by NeGD. The Performance Guarantee shall be returned to the bidder within 60 days from the date of the successful discharge of the contractual obligations.

In the event of the bidder being unable to service the contract for whatever reason, NeGD would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever NeGD under the contract in the matter, the proceeds of the PBG shall be payable to NeGD as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. NeGD shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the bidder is in default.

NeGD shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatements.

10.3 Miscellaneous Terms & Conditions

The bidders must individually submit their technical and financial offers. Consortium is not allowed.

The end product of the work assignment carried out by the selected bidder, in any form, will be the sole property of NeGD.

The selected bidder shall not outsource the work to any other associate / franchisee / third party under any circumstances without the written prior approval of NeGD.

The selected bidder shall perform the services and carry out its obligations with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional training / consulting standard recognized by national / international professional bodies and shall observe sound management practice. It shall deploy appropriate advanced technology and safe and effective methods.

The selected bidder automatically agrees with NeGD for honoring all aspects of fair trade practices in executing the work orders placed by NeGD.

The selected bidder shall take all the necessary permission required from various Government bodies, and other entities wherever required to carry out the work.

In the event the selected bidder or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with NeGD, should be passed on for compliance to the new company/ new division in the negotiations for their transfer.

All the cost and charges in the bid should be expressed in Indian rupees without any dependence on exchange rate, duty or tax structure.

The financial bid to be quoted by the bidder during actual work allocation must be inclusive of all type of expenses including any type of tax etc. No additional amount will be paid in excess to the quoted price.

Travel requirement of training agency would be decided by NeGD and prior approval of NeGD authorities will be required for undertaking official journeys and expenses thereof would be borne by NeGD as per NeGD policy.

10.4 Failure to agree with the terms & conditions of the RFE

Failure of the bidder to agree with the terms & conditions of the RFE shall constitute sufficient grounds for the annulment of the award of contract and empanelment, in which event the contract may be awarded to the next most responsive bidder.

10.5 Agreement

NeGD shall execute an agreement with the bidder as per the terms and conditions during actual allocation of work. The conditions stipulated in the agreement must be strictly adhered to and any violation of any of the conditions will entail termination of the contract without prejudice to the rights of NeGD. In such a case, NeGD has the right to invoke Performance Bank Guarantee and further right to terminate the entire or part of the contract as well as the empanelment by giving 3 months notice period.

10.6 Indemnity

Bidder has to indemnify NeGD against any claims, losses, causes, damages, expenses, action suits and other proceedings, resulting from any proceedings initiated against NeGD for any deficiency in services related to the project provided by the bidder during the period of contract.

10.7 Force Majeure

Force majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the terms of the contract, bid and/or the tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a force majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing/ fax/ e-mail at the earliest. NeGD will make the payments due for services rendered till the occurrence of force majeure. However, any failure or lapse on the part of the bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a force majeure all parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of force majeure.

Force majeure clause shall mean and be limited to the following in the execution of the conditions of empanelment placed by NeGD:-

- War / hostilities
- Riot or Civil commotion
- Earth quake, flood, tsunami, tempest, lightning or other natural physical disaster
- Restriction imposed by the Government or other statutory bodies, which is beyond the control of the selected bidder, which prevents or delays the executive of the order by the selected bidder.

The selected bidder shall inform NeGD in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, NeGD reserves the right to cancel the conditions of empanelment without any obligation to compensate the selected bidder in any manner for what so ever reason, subject to the provision of clause mentioned above.

Applicable Law - The conditions shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time.

Notwithstanding above, the decision of NeGD shall be final and binding on the bidder.

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to fire, flood, tsunami, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, authorized acts lockouts or other labor disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the bidder shall promptly notify NeGD in writing of such condition and the cause thereof. Unless otherwise directed by NeGD, the successful bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder shall, at the discretion of NeGD, be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

11 General conditions and Penalty

11.1 Fraud and Corruption

NeGD requires that the applicants engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). The following terms apply in this context:

NeGD will reject the response of the bidder, if the bidder has been determined by NeGD to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NeGD or any personnel during the tenure of project.

- "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to NeGD, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive NeGD of the benefits of free and open competition.
- "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the NeGD, designed to establish prices at artificial, non-competitive levels.

NeGD will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project.

11.2 Confidentiality

Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the applicants who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential information related to the process may result in the rejection of their application.

Moreover, in the performance of the Agreement or in contemplation thereof, bidder and its employees and agents may have access to confidential information owned or controlled by the other party relating to content, project, programs, software, plans and other data (hereinafter 'Information'), All Information supplied by one NeGD or any other government department, which is not in public domain. The receiving bidder shall use a reasonable degree of care, which the receiving bidder uses to protect its own proprietary and confidential information, to keep, and have its employees and agents keep, confidential any and all Proprietary Information. In keeping therewith, the recipient shall not copy or publish or disclose the Proprietary Information to others, or authorize its employees, or agents or anyone else to copy, publish or disclose it to others, without the disclosing party's written approval, nor shall the receiving party make use of the Proprietary Information except for the purposes of executing its obligations hereunder, and shall return the Proprietary Information to the disclosing party at its request. These nondisclosure obligations will not apply to Proprietary Information which: (a) becomes generally known to the public by publication or by any means other than a breach of duty on the party

of the recipient hereunder; (b) is information previously known to the recipient; (c) is information independently developed by or for the recipient; or (d) is information released by the owning party without restriction or released pursuant to a judicial or governmental decree.

11.3 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

11.4 Jurisdiction of Courts

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.

11.5 Termination / Withdrawal

Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving three months advance notice in writing to the other party.

a. NeGD reserves the right to withdraw/ terminate contract of applicant in any of following circumstances:

- Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant' organization
- Information provided to NeGD is found to be incorrect;
- Bid conditions are not met within the specified time period;
- Misleading claims are made;
- Clear evidence is received that bidder has breached copyright laws/ plagiarized from another source;

b. If the bidder does not execute the contract to the satisfaction of the NeGD, then NeGD may invoke any or all of the following clauses.

- Forfeit the Performance Guarantee Amount
- Terminate the contract without any liability of NeGD.

11.6 Only one application

An applicant may submit only one proposal on its own. If an applicant submits more than one proposal on its own, both proposals shall be disqualified.

11.7 Disclaimer

(i) This RFE is not an offer by the NeGD, but an invitation to receive responses from eligible interested applicants as Training agency for CB-II. No contractual obligation whatsoever shall arise from this process.

(ii) The evaluation shall be strictly based on the information and supporting documents provided by the bidders in the responses submitted by them. It is the responsibility of the applicants to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. In case, information required by NeGD is not provided by applicant, NeGD may choose to proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

11.8 Binding Clause

All decisions taken by the NeGD regarding this contract shall be final and binding on all concerned parties.

11.9 Bidder's Integrity

The Bidder is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

11.10 Bidder's Obligations

- a. The Bidder is obliged to work closely with the NeGD's staff, act within its own authority and abide by directives issued by the NeGD/States.
- b. The Bidder will abide by the job safety measures prevalent in India and will free NeGD from all demands or responsibilities arising from accidents or loss of life the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents and will not hold NeGD responsible or obligated.
- c. The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanor.

11.11 Penalty & Payment terms

Since the quantum and type of workshops / trainings will vary from each other, detailed scope of work, timelines of deliverables, payment terms and penalty clauses will be shared during actual allocation of work.

All incidental expenses of execution of the agreement shall be borne by the successful bidder.

11.12 Working Hours / Days

- a) When engaged, the training agency will keep to the normal working hours of NeGD or the State Government where the consultant is placed.
- b) The training agency will also follow the Holiday Schedule of DeitY or the State Government where they are placed.

c) When engaged the training agency will work exclusively on these projects. The training agency will not work on any other assignment during the days for which they are required to work for these projects.

11.13 Approval / Clearances

All the necessary approvals/ clearances from concerned authorities (such as Govt duties, tax etc) required for discharging services by the bidder shall be obtained by the training agency.

11.14 Change Orders

NeGD may at any time before completion of work under project awarded to the bidder, change the work content by increasing/reducing the quantities of the services by 20% as mentioned in the Contract Agreement for execution of the Project, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the bidder will have to perform the service in the increased/decreased quantity at the same contract rates within the time stipulated for providing services to NeGD.

11.15 Specific terms and conditions

- a. NeGD will have right to drop any agency without assigning any reason whatsoever. NeGD also reserves the right to modify the term and conditions for empanelment.
- b. The training partner agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NeGD's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
- c. NeGD also reserves the right to employ any agency outside of the list of empanelled agencies.
- d. In the performance of this Agreement or in contemplation thereof, agency and its employees and agents may have access to confidential information owned or controlled by the other party relating to content, project, programs, software, plans and other data (hereinafter 'Information'), All Information supplied by one NeGD or any other government department, which is not in public domain. The receiving agency shall use a reasonable degree of care, which the receiving agency uses to protect its own proprietary and confidential information, to keep, and have its employees and agents keep, confidential any and all Proprietary Information. In keeping therewith, the recipient shall not copy or publish or disclose the Proprietary Information to others. or authorize its employees, or agents or anyone else to copy, publish or disclose it to others, without the disclosing party's written approval, nor shall the receiving party make use of the Proprietary Information except for the purposes of executing its obligations hereunder, and shall return the Proprietary Information to the disclosing party at its request. These nondisclosure obligations will not apply to Proprietary Information which: (a) becomes generally known to the public by publication or by any

means other than a breach of duty on the party of the recipient hereunder; (b) is information previously known to the recipient; (c) is information independently developed by or for the recipient; or (d) is information released by the owning party without restriction or released pursuant to a judicial or governmental decree.

12 Exit Management

In case of exit due to termination prior to expiry of the agreement for any reason whatsoever, the bidder shall pay liquidated damages to NeGD to compensate for the various losses and reputation as agreed by both the parties. In such circumstances NeGD shall not make any further payments and PBG submitted by the bidder will be forfeited.

1) Upon completion of the contract period or upon termination of the agreement for any reasons, the bidder shall comply with the following:

- Notify to NeGD forthwith the particulars of all Project Assets;
- Deliver forthwith actual or constructive possession of the Project free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by NeGD, for fully and effectively divesting the bidder of all of the rights, title and interest of the bidder in the Project and conveying the Project.

2) Subject to clause (1) of exit management, upon completion of the contract period or upon termination of the agreement, the bidder shall comply and conform to the following Divestment Requirements in respect of the project:

a) All project assets including the hardware, software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the project is compliant with the specifications and standards set forth in the RFE, agreement and any other amendments made during the contract period;

b) The bidder delivers relevant records and reports pertaining to the project and its operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment date;

c) The bidder executes such deeds of conveyance, documents and other writings as NeGD may reasonably require to convey, divest and assign all the rights, title and interest of the bidder in the project free from all encumbrances absolutely and free of any charge or tax to NeGD, or its nominee;

d) The bidder complies with all other requirements as may be prescribed under applicable laws to complete the divestment and assignment of all the rights, title and interest of the bidder in the project free from all encumbrances absolutely and free of any charge or tax to NeGD or its nominee.

3) Upon the bidder conforming to handing over actual or constructive possession of the project to NeGD or a person nominated by NeGD in this regard, NeGD shall issue a certificate substantially in the form set forth, which will have the effect of constituting evidence of divestment of all rights, title and lien in the project by the bidder and their vesting in project pursuant hereto. NeGD shall not unreasonably withhold issue of such certificate. The divestment of all rights, title and lien in the project shall be deemed to be complete on the date when all the Divestment Requirements have been fulfilled or the Certificate has been issued, whichever is earlier, it being expressly agreed that any defect or deficiency in any Divestment Requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by NeGD or its nominee on or in respect of the project on the footing as if all Divestment Requirements have been complied with by the concessionaire.

12.1 Bankruptcy and Insolvency

NeGD can terminate the empanelment / contract if the bidder becomes bankrupt and/or loses the desired state of solvency with a notice of 30 days. NeGD, in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to the termination. NeGD will also, in such cases have the right to recover any pending dues by invoking the performance bank guarantee or any such instrument available with NeGD.

Annexure-I: Declaration (On the Respondent's Letter Head)

DECLARATION

- i. I, _____ (Name & Designation) solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be debarred from selection.

- ii. I permit NeGD to inspect my records to ascertain the above facts.

- iii. I permit NeGD to cross check the above facts from any other source.

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

- v. I will abide by the decision of NeGD regarding empanelment.

- vi. I have read & understood the RFE and agree to all the terms & conditions stated therein.

SIGNATURE

Full name and designation:

Date:

(Seal of organization)

Annexure-II: Covering letter with the Proposal in response to RFE Notice

(To be submitted on the Letterhead of the responding firm)

{Place}

{Date}

To

The Director-CBMC

National e-Governance Division,

6 CGO Complex,

Electronics Niketan (4th Floor)

New Delhi - 110003

Ref: RFE for the empanelment of training agency for CB-II, reference RFE no. _____ dated _____

Subject: Submission of proposal in response to the RFE for “empanelment of training agency for CB-II,

Dear Sir/Madam,

1. Having examined the RFE document, we, the undersigned, herewith submit our proposal in response to your RFE no. _____ dated _____ for “**Empanelment as training agency for NeGD e-governance Capacity Building Scheme -II,**”, in full conformity with the said RFE document.

2. We have read the provisions of the RFE document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

3. In the event of acceptance of our bid, we do hereby undertake:-

- To commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.
- We affirm that the prices quoted during work allocation will be inclusive of all charges and all sales/service taxes.

4. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFE and all attachments, for a period of **120 days** from the date of submission of the bid.

5. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

RFE for empanelment of Training Partners for CB-II

6. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFE.

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

8. We understand you are not bound to shortlist / accept any proposal you receive.

Please find enclosed details of our company in the format as given in Annexure – III.

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

Sincerely,

FIRM'S NAME

Signature of Authorized Signatory and Seal of the bidder

Name

Title

Date:

Annexure-III: Details of the Responding Firm

| S.No. | Particulars | Details to be Furnished |
|----------|---|-------------------------|
| 1 | Details of the Responding Firm | |
| | Name | |
| | Address Corporate Office, Local Office | |
| | Telephone | |
| | Fax | |
| | Website | |
| | e-Mail | |
| 2 | Details of the Authorized person for the bid | |
| | Name | |
| | Designation | |
| | Telephone | |
| | Fax | |
| | e-Mail | |
| 3 | Status of the firm/Company (Public /Pvt. Ltd.) | |
| | Details of Registration | |
| | ROC Ref No | |
| | Date | |
| 4 | Number of Professionals (On the rolls of the firm) providing e-Gov trainings (Excluding temporary staff) | |
| | | |

Annexure-IV: Financial Information Summary

| Sr. No. | Name of the Bidder | Turnover (in INR - Crores) | | |
|---------|--------------------|----------------------------|------------|------------|
| | | FY 2013-14 | FY 2013-14 | FY 2014-15 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Note: Please enclose balance sheet and Profit & Loss statement duly certified by authorized auditor.

Annexure-V: Curriculum Vitae (CV) for Proposed Professional Staff* Template

1. Proposed Position [only one candidate shall be nominated for each position]:

2. Name of Firm [Insert name of firm proposing the staff]:

3. Name of Staff [Insert full name]:

4. Date of Birth: Nationality:

5. Education [Indicate college/university and other relevant specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

6. Membership of Professional Associations:

7. Other Training [Indicate significant training since degrees under “5 – Education” were obtained]:

8. Countries of Work Experience: [List countries where staff has worked in the last ten years]:

9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held, Project handled.]:

From [Year]: To [Year]:

Employer:

Positions held:

| Detailed Tasks Assigned | Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned |
|---------------------------------------|--|
| [List all tasks to be performed under | [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the project] |

| | |
|------------------|---|
| this assignment] | Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed: |
|------------------|---|

11. Staff is resident / native of:

12. Certification:

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

Date:

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:

*** Minimum Qualification for Proposed Professional Staff:**

| S No. | Role | Qualification | Total Work Experience Years | Experience in the domain of Learning & Developments (in Yrs) |
|-------|-----------------------|---------------------------------|-----------------------------|--|
| 1 | Course Director | Minimum Post Graduate or higher | 10 | 5 in e-Gov training/ consulting |
| 2 | Project Manager | MBA in HR/IT or equivalent | 5 | 2 in e-Gov training delivery/ consultancy |
| 3 | Training co-ordinator | Graduate | 3 | 1 |
| 4 | Other, if any | | | |

Annexure-VI: Format of sending Pre-bid queries

Ref: RFE Notification no <xxxx> dated <dd/mm/yy>

Name of the Bidder- <<>>

Contact Address of the Bidder- <<>>

| Sr. No. | Section No. | Page No. | Query | Remark |
|---------|-------------|----------|-------|--------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

Signature:

Name of the Authorized signatory:

Company seal:

Annexure-VII: Format of Performance Bank Guarantee

<Location, Date>

<Name>

<Designation>

<Address>

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

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head/registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until March, 2017. Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).

II. This bank guarantee shall be valid up to March, 2017.

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.