



नीति आयोग

National Institution for Transforming India



Request for Proposal for engagement of Consultancy services to undertake Government Processing Re-engineering (GPR) Study of NGO Darpan Portal

NITI Aayog

National Institution for Transforming India

Government of India

24th Dec, 2020

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Disclaimer

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Request for Proposal (RfP)

12th Dec, 2020

Notice Inviting Request for Proposal (RfP) for “engagement of Consultancy services to undertake Government Processing Re-engineering (GPR) Study of NGO Darpan Portal”.

The National Institution for Transforming India (NITI) Aayog, Government of India, intends to engage Technical Consultant to undertake Government Processing Re-engineering (GPR) Study of NGO Darpan Portal details of which have been provided in the RfP document.

NITI Aayog invites on-line RfP for National Competitive Bidding (NCB) for GPR from national firms/ organisations/ institutions, which have requisite experience in this field as detailed in the RfP. The detail tender notice and RfP can be downloaded from Central Public Procurement Portal at <https://eprocure.gov.in/eprocure/app> and from the website of NITI Aayog at <https://niti.gov.in/tenders>. The salient features of the study, eligibility criteria and instructions on how to bid and other details are available in the RfP document uploaded on the websites <https://eprocure.gov.in/eprocure/app> and <http://NITI.gov.in>. No manual bids will be accepted under any circumstances.

Interested applicants are requested to submit their response to the ‘RfP’ on **Central Public Procurement Portal** as prescribed and titled as **RfP for “engagement of Consultancy services to undertake Government Processing Re-engineering (GPR) Study of NGO Darpan Portal”** on or before 18th Jan,2020 before 17:00 hrs.

The submission must be addressed to:

Deputy Adviser,
VAC Vertical
(Dr. Muniraju S.B)
Room No: 301,
NITI Aayog, Sansad Marg
New Delhi, 110001
Tel: +9111-23042343
Email: mraju.sb@gov.in

Invitation for Proposals

General

1. Background

National Institution for Transforming India, NITI Aayog, Government of India provides for mandatory registration of Non-Governmental Organisations (NGOs)/ Civil Society Organisations (CSOs)/Voluntary Organisations (VOs) in the event of them availing funds under the Central Sector Schemes and/or Centrally Sponsored Schemes of the Government of India. To facilitate seamless online registration of these entities, NITI Aayog developed NGO Darpan Portal and the same can be viewed at <https://ngodarpan.gov.in>

Darpan Portal facilitates CSOs/VOs/NGOs to obtain a system generated Unique ID, as and when signed. The Unique ID is mandatory to apply for grants under various schemes of Ministries/Departments/Governments Bodies. Currently, one lakh plus NGOs/Vos/CSOs have obtained the unique Id from the portal. There are 55 participating Ministries/Departments of Government of India out of which 25 Ministries/Departments are rendering online service. The exhaustive list is available on the Darpan Portal.

Recently, NITI Aayog has been given mandate to upgrade the Darpan Portal in such a manner that all Ministries could process the proposal for grants and releases to the NGOs through this portal. The enhanced version shall also possess GIS and other appropriate technologies to verify and ensure that the grants are spent for the purpose for which it is taken and that grant should not be taken from more than one source for the same work.

2. Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

	Event Description	Date
1	Last date for receiving queries/clarifications	5 days prior to PDD](proposal due date)
2	Proposal Due Date	18 th January,2020
3	Letter of Award (LOA)	(Within 20 days of PDD)
4	Signing of Agreement	Within 10 days of LOA

3. Validity of the Proposal

The proposal shall be valid for a period not less than 90 days from the due date for receiving the proposal.

4. Conditions of Eligibility of Applicants

The Consultant organization shall have expertise in the following areas, preferably in NGO sector:

1. Should have expertise in Government Process Recommendations (GPR) from the functional and technical point of view.
2. At least one senior resource with 10+ years of relevant work experience.
3. Should have worked in at least of one project involving Government Processing Re-engineering and preparation of RPF.

To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

1. Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of [5 (five)] Eligible Assignments as specified in this clause.

2. Financial Capacity: The Applicant shall have received a minimum income of [Rs.2 (two) crore ¹ or US \$ 1 (one) million]² per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.

3. Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in this clause above.

¹ This amount may be fixed at about 2% (two per cent) of the indicative cost of the Project. For projects exceeding Rs. 1,000 (one thousand) crore, it may be suitably reduced but no less than 1% (one per cent) of the cost of the Project.

² The ratio of Rs. 2 (two) crore to US\$ 1 (one) million may be maintained if the amount in rupees is modified.

5. Conflict of Interest

5.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

5.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

5.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-2. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 5.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate or has provided any such subsidy, grant to any other Applicant, its Member or any Associate thereof; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 5.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the

Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

- 5.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

6. Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

7. Right to reject any or all Proposals

- 7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal

and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- 7.2 Without prejudice to the generality of Clause 7.1, the Authority reserves the right to reject any Proposal if:
- (a) at any time, a material misrepresentation is made or discovered, or
 - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

8. Bid Security

- 8.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 25,000 in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the Pay and Accounts Officer, NITI Aayog payable at New Delhi (the “**Bid Security**”) returnable not later than 90 (thirty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.
- 8.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 8.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 8.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually

agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in clause 10 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) If the Applicant is found to have a Conflict of Interest as specified in Clause 5.

9 Performance Security

9.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 10.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 5.3; and
- (c) if the Selected Applicant commits a breach of the Agreement.

9.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 9.1, which may be forfeited and appropriated in accordance with the provisions thereof.

10. FRAUD AND CORRUPT PRACTICES

- 10.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 10.2 Without prejudice to the rights of the Authority under Clause 10.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the 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 after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 10.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning

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

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**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;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority 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
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

11. Submission of Proposals:

The Proposal shall be typed or written in indelible ink and signed by the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The proposal must be submitted as the TOR mentioned in the Schedule I of this RfP. The Applicants shall submit the Proposal by uploading it on the **Central Public Procurement Portal (“CPPP”)** at ‘www.eprocure.gov.in’ on or before the specified time on the Proposal Due Date as per clause 2. on the said portal, and submission against RfP titled **for engagement of Consultancy services to undertake Government Processing Re-engineering (GPR) Study of NGO Darpan Portal** .Proposals submitted by any other means including by post, fax, telex, telegrams or e-mail shall not be entertained. The Proposal is to be submitted on the document downloaded from the Central Public Procurement Portal at ‘www.eprocure.gov.in’. The Applicant shall be responsible for the accuracy and correctness of the downloaded RfP as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded version of the RfP and the original RfP issued by the Authority, the latter shall prevail.

.The Proposals must be properly signed as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by the Authorised Representative of the Lead Member, in case of consortium.

11.2 The following documents shall be separately submitted in original to the person specified in the Clause 2.13.4 in a sealed envelope on or before the Bid Due Date, failing which the Bid shall be rejected:

- (a) Demand Draft towards Bid Security as required under Clause 8.1

The envelope specified in this clause 11.2 shall clearly bear the following identification:

“Enclosures of the RfP for engagement of Consultancy services to undertake Government Processing Re-engineering (GPR) Study of

NGO Darpan Portal”

If this envelope is not sealed and marked as instructed above, NITI Aayog assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any suffered by the bidder.

11.3 The envelope specified in Clause 11.2 shall be addressed to:

Deputy Adviser,
VAC Vertical
(Dr. Muniraju S.B)
Room No: 301,
NITI Aayog, Sansad Marg
New Delhi, 110001
Tel: +9111-23042343
Email: mraju.sb@gov.in

Applicants should note the Proposal Due Date, as specified in Clause 2, for submission of Proposals. Except as specifically provided in this RfP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 15.

11.1 In case it is found during the evaluation or at any time before issue of LOA that one or more of the eligibility conditions have not been met by the Applicant agency / organisation or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Selected agency / organisation. If the Applicant has already been issued the LOA the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NITI AAYOG without the NITI AAYOG being liable in any manner whatsoever to the Applicant.

11.2 If an Applicant agency /organisation makes an averment regarding his qualification, experience or other particulars

and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Letter of Award (LOA), the applicant shall be debarred for any future assignment of the NITI AAYOG for a period of five years.

- 11.3 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 11.4 The NITI AAYOG reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Failure of the NITI AAYOG to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the NITI AAYOG thereunder.
- 11.5 The Proposal shall be submitted by the Applicant with each page of the submission signed in blue ink.
- 11.6 The completed Proposal must be delivered on or before the specified time on the due date as per Clause 2. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 11.7 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.
- 11.8 The rates quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the selected agency / organisation under the Agreement.

12. Financial Proposal:

- 12.1 Applicants shall submit the financial proposal in the Forms at Annex-II clearly indicating the total cost of the assignment in both figures and words, in Indian Rupees, and signed by the Applicant. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.

12.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, field surveys, accommodation, travel, printing of documents, taxes etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

13. Late Proposals:

13.1 Proposals received by the NITI AAYOG after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.

13.2 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by the NITI AAYOG, shall be disregarded.

14. Evaluation Process:

- 14.1 The “Technical Proposal” shall be opened first. The “Financial Proposal” shall be kept sealed for opening at a later date.
- 14.2 Prior to evaluation of Proposals, the NITI AAYOG will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- (a) it is signed, as stipulated;
 - (b) it is received in the specified format;
 - (b) it is received by the due date including any extension thereof;
 - (c) it contains all the information (complete in all respects) as requested in the RFP;
 - (e) it does not contain any condition or qualification; and
 - (f) it is not non-responsive in terms hereof.
- 14.3 The NITI AAYOG reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the NITI AAYOG in respect of such Proposals.
- 14.4 The NITI AAYOG would examine and evaluate Technical Proposals in accordance with Clause 9 mentioned in Term of Reference.
- 14.5 After the technical evaluation, the NITI AAYOG would prepare a list of pre-qualified Applicants for opening of their Financial Proposals and evaluating them in accordance with Clause 9 mentioned in Term of Reference. The pre-qualified applicant agency / organisation shall be intimated of their pre-qualification and the date of opening of the Financial Proposal.
- 14.6 The opening of Financial Proposals shall be done in presence of Applicants who choose to be present.
- 14.7 The NITI AAYOG will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process.

15. Clarifications:

15.1 To facilitate evaluation of Proposals, the NITI AAYOG may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the NITI AAYOG for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the NITI AAYOG may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding.

15.2 Applicants requiring any clarification on the RfP may send their queries to the Authority in writing via e-mail before the PDD. The e-mail subject should be as follows:

"Queries concerning "RfP to undertake Government Processing Re-engineering (GPR) Study of NGO Darpan Portal"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

**Contact person for clarifications:
Shri Rama Kamaraju, Sr. Consultant, NITI Aayog
Rama.kamaraju@nic.in**

16. Award of Evaluation Study:

16.1 After selection, a Letter of Award (LOA) shall be issued, in duplicate, by the NITI AAYOG to the Selected agency / organisation and the Selected agency / organisation shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. The LOA shall constitute the Agreement for the purpose of this consultancy assignment.

17. Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

18. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 2. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

19. MISCELLANEOUS

- 19.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 19.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 19.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 19.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 19.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Schedule I

Term of Reference

2. Background

National Institution for Transforming India, NITI Aayog, Government of India provides for mandatory registration of Non-Governmental Organisations (NGOs)/ Civil Society Organisations (CSOs)/Voluntary Organisations (VOs) in the event of them availing funds under the Central Sector Schemes and/or Centrally Sponsored Schemes of the Government of India. To facilitate seamless online registration of these entities, NITI Aayog developed NGO Darpan Portal and the same can be viewed at <https://ngodarpan.gov.in>

Darpan Portal facilitates CSOs/VOs/NGOs to obtain a system generated Unique ID, as and when signed. The Unique ID is mandatory to apply for grants under various schemes of Ministries/Departments/Governments Bodies. Currently, one lakh plus NGOs/Vos/CSOs have obtained the unique Id from the portal. There are 55 participating Ministries/Departments of Government of India out of which 25 Ministries/Departments are rendering online service. The exhaustive list is available on the Darpan Portal.

Recently, NITI Aayog has been given mandate to upgrade the Darpan Portal in such a manner that all Ministries could process the proposal for grants and releases to the NGOs through this portal. The enhanced version shall also possess GIS and other appropriate technologies to verify and ensure that the grants are spent for the purpose for which it is taken and that grant should not be taken from more than one source for the same work.

3. Objective of the Project

The overall objective of the project is to formulate revised Policy framework that includes necessary administrative, technological and such other tools to achieve the objectives envisaged for the sector.

The objectives of the assignment under consideration to achieve the overall objective are as under:-

- Existing Forms, procedures, processes and IT systems of the participating ministries are to be studied and documented;
- Standardization of forms and procedures are required to be carried out;
- RFP document has to be prepared for providing the technical solution for engagement of system integration of the project

4.Context of the Terms of Reference

To achieve the above objective, NITI Aayog seeks expertise in undertaking the Government Processing Re-engineering and preparing RFP documents for engagement of system integrators to provide technical solution through this ToR. The selected consultant organization is expected to deliver the Government Processing Re-engineering recommendations by studying the existing processes, rules, forms, notifications, IT applications of the participating Ministries/Departments. The scope of work is as mentioned in Section 5 below.

5.Scope of Work

The activity scope of the assignment includes but not limited to the following:

1. Stake holder interactions with the officials of the participating Ministries/Departments of Government of India and document existing processes, procedures, forms, funds release mechanism & IT systems in place. Preparation of AS-IS documents. It is known that 53 Ministries currently provide funds to NGOs under various schemes. Exemption under 80G of Income Tax Act,1961; approval under Foreign Contributory Regulation Act, 2010 and Corporate Social Responsibility under Companies Act, 2013 are also required to be covered under the scope of work.
2. Recommendations on Standarisation of forms, processes, integration of IT systems and PFMS and preparation of TO-BE documents.
3. Preparation of RFP document for engagement of System Integrator for implementation of recommended TO-BE documents.
4. Any other recommendations related to the GPR and/or RFP.

The geographical scope of the study is limited to the Offices of Central Government Ministries/ Departments at Delhi/NCR. However, if there is any need for study of processes in any other place outside New Delhi, the same may be facilitated by the Consultant.

Deliverable:

AS-IS, TO-BE documentation and RFP for engagement of System Integrator.

6.Engagement Period and Terms

1. This engagement is expected to be for a tentative period of 6-8 weeks.
2. Between the period of submission of the deliverable and its acceptance, NITI may seek various clarifications and these clarifications need to be answered and the deliverables modified accordingly.
3. Presentations may need to be made on the above mentioned deliverable and all meetings shall be attended.
4. NITI will provide working space and internet connectivity for the consultants and also facilitate stakeholder consultation meetings.

7.Payment Schedule

The Consultant organization will receive payments as per the following schedule:

No.	Payment Milestones	Payment Percentage of the Total Quote
1.	Acceptance of AS-IS documents by NITI	30%
2.	Acceptance of TO-BE documents by NITI	30%
3.	Acceptance of RFP for engagement of System Integrator for implementation.	40%

8.Bid Submission

1. The bid shall be submitted in a single document under two parts – Technical and Commercial.
2. The technical bid shall not exceed ten (10) pages, containing the past experience of the organization in GPR and profiles of the consultants to be deployed for the assignment. The profiles shall be submitted only in the format prescribed in the Annexure – I.
3. The Commercial bid shall contain the financial quote in the format provided below.

Cost Item	Amount (In INR)
Total Cost for the assignment (A)	
All Taxes (B)	
Total Commercial Quote (Inclusive of all taxes (A+B))	

The proposal shall be signed by an authorised signatory of the consultant organization.

9. Bid Evaluation

Technical Bid – The technical bid shall be evaluated based on the below mentioned criteria:

S.No.	Evaluation Criteria	Score
1	<p>Past Experience of the organization in Government Processing Re-engineering & preparation of RFP for engagement of System Integrator</p> <p>The projects should be relevant to the functional scope specified in Section 6.</p>	40
2	<p>Profile of Resources proposed for the assignment</p> <p>(NITI shall evaluate the resumes of the proposed resources based on the relevance of the profile. Also at least one senior resource with minimum 10 years of experience shall be proposed to lead the engagement).</p>	60
Total Technical Score		100

Only bidders who score above the total Technical score of 70 (seventy) or more will be further evaluated. Commercial bid of those who do not technically qualify shall not be considered for QCBS evaluation.

Commercial Bid –

- (i) The bid with the lowest bid price (L1) will be assigned 100%.
- (ii) Commercial Scores for other bids will be normalized using the following formula:

Normalized Commercial Score of a Bid (Fn)=
 {(Commercial Bid price of L1/Commercial bid price of the Bid) X 100} %(adjusted to 2 decimals)

Final Evaluation –

The weightage for the final evaluation is as described below:

- (i) Technical – 60%
- (ii) Commercial – 40%

In other words, the bid would awarded in favour of most competitive bidder by adopting the 60:40 weightages to technical and commercial scores respectively after duly normalizing the technical & commercial scores.

The final score will be calculated as follows:-

$$B_n = 0.60 * T + 0.40 * F_n$$

Where

B_n = Final score of the bidder

T = Technical score of the bidder

F_n = Normalized financial score of the bidder

The Bidder with the highest final score will be called as the Best Value Bid. In case of a tie in the final score the bidder with higher Technical Score will be considered for award of the assignment.

NITI reserves the right to withdraw or cancel or modify the Terms of Reference at any point of time.

ANNEXURE – I

FORMAT FOR CURRICULUM VITAE (CV):

Position Title and Number	
Name of Expert:	
Date of Birth:	
Country of Citizenship/Residence	

<p><u>Education</u></p> <p><u>Certifications</u></p>

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

Language Skills (indicate only languages in which you can work):

Language	Read	Write	Speak

Adequacy for the Assignment:

Detailed Assigned Tasks on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
GPR Report	

Expert's contact information:

Name:

Address:

e-mail :

Phone :

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

Name of Expert

Signature

Date

-----**END OF THE DOCUMENT**-----

Schedule 2

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 5.3 of the RfP and shall be read together therewith in dealing with specific cases.

2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:

(i) Potential consultant should not be privy to information from the Authority which is not available to others;

(ii) potential consultant should not have defined the project when earlier working for the Authority;

(iii) potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and concessionaires/contractors:

(i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or

(ii) no consultant should be involved in owning or operating entities resulting from the project; or

(iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Annex- I

TECHNICAL PROPOSAL

(Form-1)

Particulars of the Applicant Agency / Organisation

1.	Title of Work:
2.	<ol style="list-style-type: none">1. State the following:2. Name of Organization:3. Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):4. Registered address:5. Country of incorporation:6. Year of Incorporation:7. Year of commencement of business:8. Principal place of business:9. Brief description of the Company including details of its main lines of business:10. Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No.: E-mail address:
3.	<p>State the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address (es) in India.</p> <p>(ii) Has the Applicant been penalized by any organization for poor</p>

	<p>quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by the Government of India or States/UTs or Public Sector organizations in last five years? Yes/No</p> <p>(iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p><i>(Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this Evaluation Study assignment)</i></p>
4.	<p>I. Experience of organization in assisting Government organizations in monitoring of their programmes/projects or in similar activities in number of years:</p> <p>a. In India</p> <p>b. Abroad</p> <p>(Enclose appropriate supporting documents for this purpose)</p>
	<p>II. List of assignments on assisting the Government organizations in monitoring of their programmes/projects or similar activities carried out during the last 5 years:</p> <p>a. In India</p> <p>b. Abroad</p> <p>Enclose briefs on each assignment carried out. Briefs should mention about the TORs of work, client organizations with the contact details of the Nodal Officer, timeline, deliverables, etc.</p>
	<p>III. Give a detailed plan on the methodology the organization proposes to adopt for monitoring of the programmes/activities given in the TORs.</p>
5.	<p>Number of key Monitoring Personnel to be deployed exclusively for Work. Give their name, designations and contact details. Give briefs on the Team Leader and each personnel who would exclusively be working on the work. Briefs should cover the following:</p> <p>a. Qualifications</p> <p>b. Experience in the relevant fields and</p>

	<p>c. Any other relevant information.</p> <p>d. Enclose copies of articles, if any, written by the personnel which were published in National Newspapers or reputed magazines.</p>
6.	<p>Total turnover during the last 3 years (in lacs of INRs)</p> <p>Net Profit/Loss during the last 3 years (in lacs of INRs)</p> <p>Enclose copies of Annual Report/Audited Balance Sheets for the last 3 years..</p>

ANNEX-I
TECHNICAL PROPOSAL
(Form-2)

1. Understanding of the Terms of Reference

2. Approach and Methodology proposed for the study

ANNEX-I
TECHNICAL PROPOSAL
(Form-3)

Eligible Assignments of the Applicant Agency / Organisation#

S. No.	Name of the Project	Month and year in which undertaken
(1)	(2)	(3)

The Applicant should provide details of only those projects that have been undertaken by it under its own name.

Attach a single page summary containing the brief particulars of each project.

ANNEX - I

TECHNICAL PROPOSAL

(Form-4)

Particulars of Team members proposed for the Study

S. No	Designation of Key Person	Educational Qualification	Area of Specialisation	Experience
(1)	(2)	(3)	(4)	(5)

ANNEX-II
FINANCIAL PROPOSAL
(Form-1)
Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

Dr. Muniraju S. B., Dy. Adviser (SJE)
NITI Aayog
Room No. 346, Sansad Marg
New Delhi-110 001
Telefax No. 011-23092343

Dear Sir,

**Subject: Appointment of Consultant to undertake
Government Processing Re-engineering (GPR) Study of
NGO Darpan Portal**

I, _____ (Applicant's name) herewith enclose the Financial Proposal for above.

2. I agree that this offer shall remain valid for a period of 90 (ninety) days from the due date or such further period as may be mutually agreed upon.
3. The document supporting bank guarantee for the financial bid amount is enclosed.

Yours faithfully,

(Signature, name and designation of the Applicant)

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

ANNEX-II
FINANCIAL PROPOSAL
(Form-2)

Financial Proposal

Item No.	Description	Amount (Rs.)
A.	PERSONNEL AND MISCELLANEOUS COSTS	
I	Remuneration for Personnel	
II	Travel & Communication	
III	Miscellaneous Expenses	
	Sub-total (A):	
B	OVERHEAD EXPENSES: @_____ % of (A)	
C	SERVICE TAX:	
D	TOTAL (including taxes) (A+B+C) (in Rs.) In Indian Rupees in figures: in words_____	

Note:

1. The financial proposal shall be supported by Bank Guarantee for the total bid amount, which is mandatory.
2. The financial evaluation shall be based on the above Financial Proposal. The total in Item D shall, therefore, be the amount for purposes of evaluation.
3. The reimbursement of expenses shall be limited to the amounts indicated above.
4. No escalation on any account will be payable on the above amounts.

All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

Schedule 3

AGREEMENT

FOR

**Proposal for engagement of Consultancy services to undertake
Government Processing Re-engineering (GPR) Study of
NGO Darpan Portal**

CONTENTS

1. General

- 1.1 Definitions and Interpretation
- 1.2 Relation between the Parties
- 1.3 Rights and Obligations
- 1.4 Governing law and jurisdiction
- 1.5 Language
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- 1.7 Notices
- 1.8 Location
- 1.9 Authority of Member-in-Charge
- 1.10 Authorised representatives
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- 2.2 Commencement of Services
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- 2.4 Expiry of Agreement

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AGREEMENT
Proposal for engagement of Consultancy services to undertake
Government Processing Re-engineering (GPR) Study of
NGO Darpan Portal

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, the [President of India acting through] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) The Authority vide its Request for **Proposal for engagement of Consultancy services to undertake Government Processing Re-engineering (GPR) Study of NGO Darpan Portal** (hereinafter called the “**Consultancy**”) for the Project (hereinafter called the “**Project**”);

(B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RfP and this Agreement; and

(C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and

(D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;
- (b) “**Agreement**” means this Agreement, together with all the Annexes;
- (c) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (d) “**Applicable Laws**” 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;

- (e) **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
- (f) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RfP;
- (g) **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
- (h) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) **“Expatriate Personnel”** means such persons who at the time of being so hired had their domicile outside India;
- (j) **“Government”** means the Government of
- (k) **“INR, Re. or Rs.”** means Indian Rupees;
 - (l) **“Member”**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and **“Members”** means all of these entities;
 - (m) **“Party”** means the Authority or the Consultant, as the case may be, and **Parties** means both of them;
 - (n) **“Personnel”** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (o) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- (p) **“RfP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (q) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RfP; and
- (d) Letter of Award.

1.2 **Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this

Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RfP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant’s rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....
.....
Tel:
Mobile:
Email:

1.10.3 The Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, the Consultant’s Representative shall be:

.....
.....
Tel:
Mobile:
Email:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RfP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RfP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse

weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

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

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or

closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RfP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the

time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RfP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **“corrupt practice”** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

(b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

(d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority 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

(e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;

- (b) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant’s costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Consultant’s actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex–2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority

3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy

Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man day rates are specified in Annex-3 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Annex I of the TOR. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-3 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rupees.), which does not include the Additional Costs specified in Annex-3 (the “**Additional Costs**”).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in

Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-4 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any

delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-5 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarment for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon CEO, NITI Aayog and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If

such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of 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 the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

Consultant:

Author Authority

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In presence of:

1.

2.

Annex-1

Terms of Reference

2. Background

National Institution for Transforming India, NITI Aayog, Government of India provides for mandatory registration of Non-Governmental Organisations (NGOs)/ Civil Society Organisations (CSOs)/Voluntary Organisations (VOs) in the event of them availing funds under the Central Sector Schemes and/or Centrally Sponsored Schemes of the Government of India. To facilitate seamless online registration of these entities, NITI Aayog developed NGO Darpan Portal and the same can be viewed at <https://ngodarpan.gov.in>

Darpan Portal facilitates CSOs/VOs/NGOs to obtain a system generated Unique ID, as and when signed. The Unique ID is mandatory to apply for grants under various schemes of Ministries/Departments/Governments Bodies. Currently, one lakh plus NGOs/Vos/CSOs have obtained the unique Id from the portal. There are 55 participating Ministries/Departments of Government of India out of which 25 Ministries/Departments are rendering online service. The exhaustive list is available on the Darpan Portal.

Recently, NITI Aayog has been given mandate to upgrade the Darpan Portal in such a manner that all Ministries could process the proposal for grants and releases to the NGOs through this portal. The enhanced version shall also possess GIS and other appropriate technologies to verify and ensure that the grants are spent for the purpose for which it is taken and that grant should not be taken from more than one source for the same work.

3. Objective of the Project

The overall objective of the project is to formulate revised Policy framework that includes necessary administrative, technological and such other tools to achieve the objectives envisaged for the sector.

The objectives of the assignment under consideration to achieve the overall objective are as under:-

- Existing Forms, procedures, processes and IT systems of the participating ministries are to be studied and documented;
- Standardization of forms and procedures are required to be carried out;
- RFP document has to be prepared for providing the technical solution for engagement of system integration of the project

4.Context of the Terms of Reference

To achieve the above objective, NITI Aayog seeks expertise in undertaking the Government Processing Re-engineering and preparing RFP documents for engagement of system integrators to provide technical solution through this ToR. The selected consultant organization is expected to deliver the Government Processing Re-engineering recommendations by studying the existing processes, rules, forms, notifications, IT applications of the participating Ministries/Departments. The scope of work is as mentioned in Section 5 below.

5.Scope of Work

The activity scope of the assignment includes but not limited to the following:

5. Stake holder interactions with the officials of the participating Ministries/Departments of Government of India and document existing processes, procedures, forms, funds release mechanism & IT systems in place. Preparation of AS-IS documents. It is known that 53 Ministries currently provide funds to NGOs under various schemes. Exemption under 80G of Income Tax Act, 1961; approval under Foreign Contributory Regulation Act, 2010 and Corporate Social Responsibility under Companies Act, 2013 are also required to be covered under the scope of work.
6. Recommendations on Standarisation of forms, processes, integration of IT systems and PFMS and preparation of TO-BE documents.
7. Preparation of RFP document for engagement of System Integrator for implementation of recommended TO-BE documents.
8. Any other recommendations related to the GPR and/or RFP.

The geographical scope of the study is limited to the Offices of Central Government Ministries/ Departments at Delhi/NCR. However, if there is any need for study of processes in any other place outside New Delhi, the same may be facilitated by the Consultant.

Deliverable:

AS-IS, TO-BE documentation and RFP for engagement of System Integrator.

6.Engagement Period and Terms

- 5. This engagement is expected to be for a tentative period of 6-8 weeks.
- 6. Between the period of submission of the deliverable and its acceptance, NITI may seek various clarifications and these clarifications need to be answered and the deliverables modified accordingly.
- 7. Presentations may need to be made on the above mentioned deliverable and all meetings shall be attended.
- 8. NITI will provide working space and internet connectivity for the consultants and also facilitate stakeholder consultation meetings.

7.Payment Schedule

The Consultant organization will receive payments as per the following schedule:

No.	Payment Milestones	Payment Percentage of the Total Quote
1.	Acceptance of AS-IS documents by NITI	30%
2.	Acceptance of TO-BE documents by NITI	30%
3.	Acceptance of RFP for engagement of System Integrator for implementation.	40%

8.Bid Submission

- 4. The bid shall be submitted in a single document under two parts – Technical and Commercial.
- 5. The technical bid shall not exceed ten (10) pages, containing the past experience of the organization in GPR and profiles of the consultants to be deployed for the assignment. The profiles shall be submitted only in the format prescribed in the Annexure – I.

6. The Commercial bid shall contain the financial quote in the format provided below.

Cost Item	Amount (In INR)
Total Cost for the assignment (A)	
All Taxes (B)	
Total Commercial Quote (Inclusive of all taxes (A+B))	

The proposal shall be signed by an authorised signatory of the consultant organization.

9. Bid Evaluation

Technical Bid – The technical bid shall be evaluated based on the below mentioned criteria:

S.No.	Evaluation Criteria	Score
1	<p>Past Experience of the organization in Government Processing Re-engineering & preparation of RFP for engagement of System Integrator</p> <p>The projects should be relevant to the functional scope specified in Section 6.</p>	40
2	<p>Profile of Resources proposed for the assignment</p> <p>(NITI shall evaluate the resumes of the proposed resources based on the relevance of the profile. Also at least one senior resource with minimum 10 years of experience shall be proposed to lead the engagement).</p>	60
Total Technical Score		100

Only bidders who score above the total Technical score of 70 (seventy) or more will be further evaluated. Commercial bid of those who do not technically qualify shall not be considered for QCBS evaluation.

Commercial Bid –

- (iii) The bid with the lowest bid price (L1) will be assigned 100%.
- (iv) Commercial Scores for other bids will be normalized using the following formula:

Normalized Commercial Score of a Bid (Fn)=
{(Commercial Bid price of L1/Commercial bid price of
the Bid) X 100} %(adjusted to 2 decimals)

Final Evaluation –

The weightage for the final evaluation is as described below:

- (i) Technical – 60%
- (ii) Commercial – 40%

In other words, the bid would awarded in favour of most competitive bidder by adopting the 60:40 weightages to technical and commercial scores respectively after duly normalizing the technical & commercial scores.

The final score will be calculated as follows:-

$$B_n = 0.60 * T + 0.40 * F_n$$

Where

- B_n = Final score of the bidder
- T = Technical score of the bidder
- F_n = Normalized financial score of the bidder

The Bidder with the highest final score will be called as the Best Value Bid. In case of a tie in the final score the bidder with higher Technical Score will be considered for award of the assignment.
NITI reserves the right to withdraw or cancel or modify the Terms of Reference at any point of time.

Annex-2

Deployment of Personnel

FORMAT FOR CURRICULUM VITAE (CV):

Position Title and Number	
Name of Expert:	
Date of Birth:	
Country of Citizenship/Residence	

<p><u>Education</u></p> <p><u>Certifications</u></p>

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

Language Skills (indicate only languages in which you can work):

Language	Read	Write	Speak

Adequacy for the Assignment:

Detailed Assigned Consultant's Team Experts:	Tasks on of	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
GPR Report		

Expert's contact information:

Name:

Address:

e-mail :

Phone :

Annex-3

Estimate of Personnel Costs and Services

FINANCIAL PROPOSAL

Financial Proposal

Item No.	Description	Amount (Rs.)
A.	PERSONNEL AND MISCELLANEOUS COSTS	
I	Remuneration for Personnel	
II	Travel & Communication	
III	Miscellaneous Expenses	
	Sub-total (A):	
B	OVERHEAD EXPENSES: @___ % of (A)	
C	SERVICE TAX:	
D	TOTAL (including taxes) (A+B+C) (in Rs.) In Indian Rupees in figures: in words_____	

Annex-4

Payment Schedule

No.	Payment Milestones	Payment Percentage of the Total Quote
1.	Acceptance of AS-IS documents by NITI	30%
2.	Acceptance of TO-BE documents by NITI	30%
3.	Acceptance of RFP for engagement of System Integrator for implementation.	40%

Annex- 5

Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

To

[The President of India /Governor of]
acting through

.....
.....
.....

In consideration of acting on behalf of the [President of India/Governor of] (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to having its office at (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period

that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

