

Reference No. QCI/PPID/1021/065

Request for Proposal

**For Onboarding of Consulting Firm(s) for
Technology Advisory and Product Management for Open
Network for Digital Commerce(ONDC)**



Quality Council of India (QCI)
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Table of Contents

Tender Notice	3
Tender Summary	4
1. INTRODUCTION: Quality Council of India	5
2. SCOPE OF WORK	6
3. DETAILED RESOURCE REQUIREMENT	7
4. PRE-QUALIFICATION CRITERIA	11
5. METHOD OF SELECTION	12
6. EVALUATION CRITERIA	12
7. GENERAL TERMS AND CONDITIONS	13
8. SUBMISSION OF PROPOSAL	19
Form A: Application Letter	21
Form B: Relevant Project Experience	23
Form C: Details of responding organization	23
Form D: Format for Bid Security Declaration	25
Form E: Format for Non-Blacklisting Undertaking	26
Form F: Description of Approach, Methodology and Work Plan for Performing the Assignment	27
FORMAT FOR BANK GUARANTEE	28

Tender Notice

1. Quality Council of India (QCI) invites proposals for **“Onboarding of Consulting Firm(s) for Technology Advisory and Product Management for Open Network for Digital Commerce(ONDC)”**
2. The content of this Request for Proposal (RFP) enlists the requirements of the QCI. It includes the Bidding Terms which details out all that may be needed by the potential bidders to understand the terms and bidding process and explain the contractual terms that the QCI wishes to specify at this stage.
3. The Technical Bids and Financial Proposals may be submitted at the following address on or before October 28, 2021 by 1700 Hrs. via post to the address below:

Deputy Director (Accounts & Administration), Quality Council of India (QCI)
Indian Council for Child Welfare, 2nd Floor, 4, Pandit Deen Dayal Upadhyaya Marg, Mata
Sundari Railway Colony, Mandi House, New Delhi, India-110002

Tender Summary

S. No.	Particulars	Details
1.	Addressee and address at which the bid is to be submitted	Mr. F.C. Srivastava Deputy Director (Accounts & Administration), Quality Council of India, 2 nd Floor, ICCW Building, 4-Deen Dayal Upadhyaya Marg New Delhi - 110002, India.
2.	Date of issue of the Request for Proposal (RFP)	October 13, 2021
3.	Last date and time for submission of Applications	October 28, 2021, 1700 Hrs.
4.	Contract Duration	4 Months from the date of award of the work
5.	Validity of the Proposal	90 Days
6.	Tender Processing Fee	N/A
7.	Contact Person for clarification	Procurement Team, QCI; E-mail: procurement@qcin.org
8.	Presentation Round	To be notified via Email; Tentative Date: November 02, 2021
9.	Performance Bank Guarantee	3% of the Contract Value
10.	Documents to be submitted	Refer Clause-8: Submission of Proposal

1. INTRODUCTION: Quality Council of India

The Quality Council of India (QCI) is a pioneering experiment of the Government of India in setting up organizations in partnership with the Indian industry. The mandate of QCI is to lead nationwide quality movement in India by involving all stakeholders for emphasis on adherence to quality standards in all spheres of activities primarily for promoting and protecting interests of the nation and its citizens. To achieve this, QCI is playing a pivotal role in propagating, adoption and adherence to quality standards in all important spheres of activities including education, healthcare, environment protection, governance, social sectors, infrastructure sector and such other areas of organized activities that have significant bearing in improving the quality of life and well-being of the citizens of India.

Open Network for Digital Commerce (ONDC) is an open network, tech-enabled infrastructure to enable numerous e-commerce across domains, increases discoverability of places, and engages through any network-enabled application. It goes beyond the current platform-centric digital commerce model where the buyer and seller must use the same platform/application to perform a business transaction. In this system, so long as platforms/applications are connected to the open network, buyers and sellers will be able to transact no matter what platform/application they use to be digitally visible/available.

The open network protocol is expected to act as a force multiplier for end-beneficiaries-customers, application developers, governments, and businesses by creating an interoperable open playground to unlock value and innovation. This will be most impactful for MSMEs and small traders looking for growth opportunities and scaling their operations through the digital commerce space.

ONDC itself is neither an app nor a platform, rather a technology-based network that is unlike any other initiative globally. It is not a central mediator but rather a tech-based enabler for all kinds of eCommerce transactions, both goods and services.

The primary objective of the engagement, through this contract, will be to enable the development of ONDC Open-source protocols, APIs, adaptors, certification tools and other technological requirements for the successful National rollout of ONDC, enable adoption of ONDC open protocols and technological frameworks by a wide set of participants as well as for developing a base for sustainable growth of this transformational initiative.

This RFP contains requirements for engagement of consulting firm(s) for providing below mentioned services:

- a. Part A: Technology Advisory
- b. Part B: Product Management

2. SCOPE OF WORK

Part-A: Technology Advisory

QCI intends to engage a technology advisory firm with a team of Technology Managers with a deep understanding of ONDC protocols as well as various technology architectures used in e-Commerce to work with various network participants to ensure rapid technology adoption.

- 2.1. Development of Open Protocol for ONDC use cases:
 - a. Build on foundational Open Protocol to build ONDC-specific layers as well as further research, development and revision to enable adoption by ONDC participants.
 - b. Create and maintain technical documentation for ONDC protocol, architecture and APIs.
- 2.2. Development of Open Source Specifications for ONDC:
 - a. Maintain Open Source repositories for ONDC architecture, code libraries and APIs.
 - b. Work with a wide community of technology developers to develop and revise ONDC network specifications
- 2.3. Development of network services for use by all network participants. This includes:
 - a. Services for on-boarding, consensus protocol, transaction ledger, reputation ledger, block explorer, domain taxonomy and other dynamic network policies.
- 2.4. Development of network infrastructures like certification sandbox, analytics tools and testing tools
 - a. While foundational technology infrastructure for ONDC has been adopted, peripheral technological tools like Certification Sandbox and Testing Tools will be required to ensure trust and reliability of the network from the outset.
- 2.5. Development of adaptors and connectors to help faster integration of participant systems
 - a. In the early stages of the establishment of the network, there could be delays and/or setbacks in rolling out the various components of the network by the participants. Therefore, ONDC will provide prefabricated open-source technological assets to enable faster plug-n-play adoption of ONDC by network participants.

Part-B: Product Management

QCI intends to engage a technology advisory firm with a team of Product Managers with a deep understanding of ONDC protocols as well as various technology architectures used in eCommerce to work with various network participants to ensure rapid technology adoption.

- 2.6. Network Participants for product management:

- a. Work with Network Participant’s Development teams to enable ONDC technological adoption by supply-side platforms, demand-side platforms, gateways across various domains;
- b. Ensure Network participant’s business requirements are converted and fulfilled with ONDC protocols and architecture implementation;
- c. Assist in the adoption of technological tools and open-source implementations of ONDC for each participant;
- d. Ensure continued compliance and interoperability with ONDC standards and network policies;
- e. Development of a detailed onboarding kit for partner onboarding including detailed technical guidelines;
- f. Ensuring end-to-end development, testing, adoption and sustainable technological operation of ONDC participants on the network.

3. DETAILED RESOURCE REQUIREMENT

Part-A: Technology Advisory

S. No	Roles & Particulars	No. of Consultants	Description	Minimum Experience Required	Preferred Requirements
A.1	Technology Lead	1	Adapt innovations, from academia and industry, for ONDC to enable e-commerce for the undigitized masses; Provide technical guidance for other team members Evaluating & finalizing licenses for reference APIs & application	At Least 8 years of work experience in API and/or Cloud Application development in a technical leadership role	Experience in crypto technologies such as blockchain preferred
A.2	Technical Architect	1	Participate & contribute to Open Digital Commerce & related specifications such as Beckn Interfacing with Beckn foundation, ONDC community Hand-holding NPs for onboarding Enable privacy & security in the ONDC network Design of network services Assist in preparing technical collateral & documentation	At Least 8 years of work experience in Architecture & Design of APIs and/or Cloud Applications Understanding of Cloud Security technologies	Experience in crypto technologies such as blockchain preferred

A.3	Senior Developer	2	<p>Development of ONDC reference apps (L3 integration)</p> <p>Development of ONDC reference APIs (L1 integration)</p> <p>Development of network services</p> <p>Assist in preparing technical collateral & documentation</p>	<p>At Least 5 years of work experience in design & development of APIs and / or Cloud Applications</p> <p>Understanding of Cloud Security technologies</p>	<p>Experience in API technologies such as Postman preferred</p> <p>Experience in crypto technologies such as blockchain preferred</p>
A.4	UX Designer	1	<p>Creating UX guidelines for NPs</p> <p>Creating UX design for ONDC reference app, ONDC website & portal</p> <p>Working with NPs to realize UX design</p> <p>Development & maintenance of ONDC website</p>	<p>At Least 3 years of work experience in UX design</p>	<p>Familiarity with UX design tools preferred</p>
A.5	Test Engineer	1	<p>Enable Certification of ONDC participants through automated tests</p>	<p>At Least 3 years of work experience in automation scripting of APIs and/or Cloud Applications</p>	<p>Experience in automation scripting tools preferred</p>
A.6	Operations Engineer	1	<p>Setting up & maintenance of sandbox</p> <p>Maintain operation configurations for ONDC website, portal</p>	<p>At Least 3 years of work experience in infrastructure setup & maintenance for the Cloud</p>	<p>Experience in infra-as-code tools preferred</p>
A.7	Technical Writer	1	<p>Developing technical documentation for ONDC including developer documentation, visualization resources, README and other required collaterals</p>	<p>At Least 3 years of work experience in developing technical documentation for cloud services</p>	

Part-B: Product Management

S. No.	Roles & Particulars	No. of Consultants	Description	Minimum Experience Required	Preferred Requirements
B.1.	Senior Product Manager - Buyer-Side Application	1	<p>This is a Product Management Role</p> <p>Work with ONDC Participants' Tech and product teams to facilitate and ensure ONDC adoption for buyer side eCommerce applications</p>	<p>At Least 7 Years of Work experience, of which at least 3 must in a Product Management Role</p> <p>Have a background in Product Management for eCommerce Buyer-Side Applications</p> <p>Have a background in at least one project/initiative in open source systems</p>	<p>Background in the eCommerce industry preferred.</p> <p>Background in Distributed Systems preferred.</p>
B.2.	Senior Product Manager - Seller-Side Application	1	<p>Work with ONDC Participants' Tech and product team to facilitate and ensure ONDC adoption for seller side eCommerce applications</p>	<p>At Least 7 Years of Work experience, of which at least 3 must in a Product Management Role</p> <p>Have a background in Product Management for eCommerce Seller-Side Applications</p> <p>Have a background in at least one project/initiative in open source systems</p>	<p>Background in the eCommerce industry preferred.</p> <p>Background in Distributed Systems preferred.</p>

B.3.	Senior Product Manager - Delivery & Logistics Application	1	Work with ONDC Participants' Tech and product team to facilitate and ensure ONDC adoption for Delivery & Logistics Applications	<p>At Least 7 Years of Work experience, of which at least 3 must in a Product Management Role</p> <p>Have a background in Product Management for eCommerce Delivery/Logistics Applications</p> <p>Have a background in at least one project/initiative in open source systems</p>	<p>Background in the eCommerce industry preferred.</p> <p>Background in Distributed Systems preferred.</p>
B.4.	Senior Product Manager - Gateways & Payment Applications	1	Work with ONDC Participants' Tech and product team to facilitate and ensure ONDC adoption for Gateways & Payment Applications	<p>At Least 7 Years of Work experience, of which at least 3 must in a Product Management Role</p> <p>Have a background in Product Management for eCommerce Payments/exchanges/gateway Applications</p> <p>Have a background in at least one project/initiative in open source systems</p>	

4. PRE-QUALIFICATION CRITERIA

S. No.	Eligibility Criteria	Supporting Document(s) Required
1.	The applicant shall be a single entity, registered as a Company under the Companies Act 2013 or Companies Act, 1956 or any other previous companies act, Partnership Firm registered under the Indian Partnership Act, 1932, LLP registered under the Limited Liability Partnership Act, 2008 & should have been in existence in India for the last five (5) years.	Signed and Stamped copy of Certificate of Registration / Incorporation under the respective Acts in India and the respective Memorandum of Association/Registered Partnership Deed.
2.	The applicant firm must be registered in India with appropriate tax and other administrative authorities. Also, agency should have an average annual turnover of Rs. 100 Crore in the last 3 consecutive Financial Years (FY 2017-18, 2018-19 & 2019-20).	Copy of signed and stamped: i. GST Registration Certificate ii. PAN Card iii. Audited Financial Statements for last three years or Certificate from the Statutory Auditor certifying the Turnover for previous three financial years
3.	The applicant should be operating with an aggregate of at least 200 Full Time Equivalent (FTEs) on company payroll as on date of RFP.	List of Employees certified by the HR on Company Letterhead/ EPF or ESIC records of employees
4.	The applicant firm must have completed atleast Five (5) major projects of value not less than 1 crore each for providing tech related services, in last five (5) financial years.	Copy of Completion certificate/work order/Contract for each of the mentioned assignments should be submitted to this effect
5.	The applicant shall be debarred if they have been convicted of an offence under the Prevention of Corruption Act, 1988; or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.	Undertaking by the authorized signatory on company's letterhead
6.	The applicant should submit a bid-security declaration for waiver of EMD	Undertaking by the authorized signatory on company's letterhead (Format given in Form-D)

7.	The applicant should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract and should furnish an undertaking to the effect that the firm has not been blacklisted/debarred on working with any Government organization/PSU/statutory or autonomous organizations in India.	Undertaking by the authorized signatory on company's letterhead (Format given in Form-E)
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Interested Bidders submitting their proposals are expected to meet the above pre-qualification criteria. In case the any Bidder fail to either meet all these criteria or do not furnish the requisite supporting documents/ documentary evidence in support thereof, the bid is liable to be summarily rejected.

5. METHOD OF SELECTION

- The bids shall be evaluated on Quality and Cost Based Selection (QCBS)
- In deciding the final selection of the service provider, the technical bid of the proposal will be given a weightage of 75% and the financial bid will be given a weightage of 25%.
- The financial bids of only those bidders who qualify the technical evaluation will be invited.
- The proposal with the lowest cost will be given a score of 100 and the other proposals will be scored on pro-rata basis, inversely proportional to the offered cost i.e., lower marks for higher priced offers.
- The interested firms may bid for only one or both (A and/or B) sectioned of this RFP. The evaluation for both the sections shall be independent of each section. QCI reserves the right to allocate each of the consulting assignments (Part- A & B) to one or more agencies.
- Subcontracting may be allowed only upon written approval of QCI, the responsibility for management and liability shall rest with the selected service provider.

TOTAL SCORE:

- The total score shall be obtained by weighing the quality and cost scores and adding them.
- Total Score = [Technical Score* 75 (Weightage given to technical criteria)] + [Financial Score* 25 (Weightage given to financial criteria)]

6. EVALUATION CRITERIA

The technical evaluation shall be based on the following criteria:

S. No.	Criterion
1.	Brief about the understanding of the mentioned scope of work and any suggestions/comments on it.
2.	A description of the approach, methodology, and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, activity schedule, management of resources

3.	CV and profile of proposed consultants, as well as the team composition by area of expertise, the position that would be assigned to each resource, and their tasks*
4.	Case study of assignments of similar scope of work and methodology followed for execution

***Note:**

- I. Bidder may propose profile of more than 1 (but not more than 5) candidate for each of the roles mentioned in clause-3, the technical evaluation committee formed by QCI shall score the proposed pool of consultants on the technical parameters and shortlist the best suitable candidate.
- II. QCI reserves the right to interview any 1 or all the consultants proposed by the bidder.
- III. The consultants proposed and shortlisted for the project will be required to be deployed on the project. No replacement shall be allowed.

7. GENERAL TERMS AND CONDITIONS

- 7.1. Exclusivity of the selected resources:** The selected resources shall be deployed exclusively on the project awarded through this contract and shall not be deployed on any other project till the end of the contract or a written approval of the QCI SPOC, whichever is earlier.
- 7.2. Authorisation of Signatory:** The Bid may be signed either by the Principal Officer of the service providing agency or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Representative or the Principal Officer. The Principal Officer/ authorized representative of the Agency shall sign the proposal and also initial all pages of the original Technical Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid.
- 7.3. Contract Period:** The contract shall be valid for a period of 4 months from the date of award of the contract and further extendable after due evaluation of the performance and the requirement of the project.
- 7.4. Presentation:** As a part of evaluation of proposals submitted by the applicants, QCI reserves the right to seek further information or a presentation from the Organizations for evaluation purposes. QCI may call for such information/presentation at a short notice. The tentative date of the technical presentation round has been specified in the Tender Summary. QCI may call for such information/presentation at a short notice.
- 7.5. Pre-bid Meeting:** A virtual pre-bid meeting will be held on October 21, 2021

- a. During the course of pre-bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the QCI. QCI shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive bidding process.
- b. Non-attendance at the pre-bid conference shall not be a cause for disqualification of a bidder. However, terms and conditions of the Addendum(s)/Corrigendum(s) shall be legally binding on all the bidders irrespective of their attendance at the pre-bid meeting.
- c. Interested bidders can send their queries/request to join the meeting to procurement@qcin.org before October 21, 2021, 1100 Hrs. The details to join the conference shall be shared against the request over the mail.

7.6. Performance Bank Guarantee: The purchaser will require the selected service provider to provide a Performance Bank Guarantee, within 30 days from the notification of award, for a value equivalent to 3% of the financial proposal value. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the delivery and warranty period. In case the selected bidder fails to submit a Performance Guarantee within the time stipulated, the purchaser at its discretion may cancel the order placed on the selected bidder without giving any notice. Purchaser shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or purchaser incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

7.7. Payment Milestones:

The payment would be as per the Financial Bid amount:

- a. Signing of Contract: 3% on signing of contract against Performance Bank Guarantee for an amount equal to 3% of Financial Bid amount
- b. Payment as per the Financial Bid amount will be monthly – at the end of every month, subject to the satisfactory completion of deliverables specified in the scope of work.
- c. The vendor for any additional expenses must seek prior approval from QCI and shall be paid on actuals on receipt of expense bills for the same.

7.8. Amendments to RFP: At any time prior to the last date for receipt of applications, QCI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP document by an amendment. In order to provide prospective applicants reasonable time to take the proposed amendments into account while preparing their proposals, QCI may at its discretion extend the last date for the receipt of proposals and/or make other changes in the requirements set out in the RFP. Any such amendment shall be communicated to the service providers. Any such amendment shall be communicated to the service providers

in the form of an addendum/corrigendum (as applicable) published on the Tender Section of the QCI website

7.9. Conflict of Interest: QCI requires that service provider provides professional, objective, and impartial analysis and data, and at all times hold the QCI's interest's paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

7.10. Ownership Rights: Ownership of all new artifacts (data, reports, presentations and other publications) generated during the course of the assignment or otherwise with respect to the assignment, will rest with QCI and it will have the right to resell/ implement the same with any other organization.

7.11. Fraud/ Corruption: QCI requires that the bidders participating in the selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. In pursuance of this policy, QCI defines, for the purpose of this paragraph, the terms set forth as applicable to both the parties:

- a. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution.
- b. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract.
- c. "collusive practices" means a scheme or arrangement between two or more bidders with or without the knowledge of QCI, designed to establish prices at artificial, non-competitive levels.
- d. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a Contract. QCI will reject a proposal for award if it comes to know that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question; and
- e. QCI will terminate the Contract, if already awarded and will declare the bidder ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract.

7.12. Termination of Contract

a. Termination for Default

QCI reserves the right to terminate / short close the contract, without prejudice to any other remedy for breach of contract, by giving 15 days' notice if the agency fails to perform any obligation(s) under the contract and if agency, does not cure their failure within a period of 7 days (or such longer period as QCI may authorize in writing) after receipt of the default notice from QCI.

b. Termination for Insolvency

QCI may at any time terminate the contract by giving written notice without compensation to the agency, if the agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to QCI.

c. Termination for Convenience

QCI may by written notice sent to agency, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by agency till the date upon which such termination becomes effective.

7.13. Intellectual Property Rights: QCI will own all the intellectual property resulting out of services being performed under this contract which shall be further transferred to ONDC upon its institutionalisation.

All the rights relating to the Trade Marks and Copy Rights in respect of work generated by the selected service provider(s) on behalf of QCI and paid for by QCI shall vest with QCI. Provided that QCI would reimburse the Consultant for any sums of money paid for the assignment / licensing of the copyright by way of fees, charges, or otherwise as provided by the guidelines, regulations, rules, or policies of any professional body or association, with prior approval from QCI. In order to perform the services, the service provider must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep QCI harmless and indemnify QCI from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights. All documents, report, information, data etc. collected and prepared by the service provider in connection with the scope of work submitted to QCI will be property of QCI. The service provider shall not be entitled, either directly or indirectly, to make use of the documents and reports given by QCI for carrying out of any services with any third parties. The service provider shall not, without the prior written consent of QCI be entitled to publish studies or descriptive articles, with or without illustrations or data, in respect of or in connection with the performance of services. The pre-existing intellectual property of the service provider used in deliverables shall remain vested with the service provider. Anything developed during the course of the project shall be owned by QCI.

7.14. Language: The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. All correspondence and documents relating to the Proposal exchanged by the bidder and QCI shall also be written in the English language.

7.15. Companies' Personnel: The service provider shall employ and provide at its own cost such qualified and experienced consultants as are required to carry out the Services.

Their salaries, claims, insurance, damages, compensation, travel etc. will be the liability of the service provider(s) and QCI will in no way be responsible for any such claims/damages.

7.16. Rejection of Application: The application is liable to be rejected if:

- a. Not in prescribed forms and/or not containing all required details.
- b. Not properly sealed and signed as per requirements.
- c. Received after the expiry of due date and time.
- d. Missing of any supporting document(s) with the Proposal.

7.17. Disclaimer

- a. QCI shall not be responsible for any late receipt of applications for any reasons whatsoever. The applications received late will not be considered and returned unopened to the applicant.
- b. QCI reserves the right
 - i. To reject any/all applications without assigning any reasons thereof;
 - ii. To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of QCI without assigning any reasons thereof;
 - iii. To include any other item in the Scope of work at any time after consultation with applicants or otherwise.

7.18. Written Undertaking: QCI may at any time require the service provider and its employees/advisors/professionals/Contractors, to whom confidential information may be disclosed in the course of execution of contract, to give a written undertaking in the form of a deed reasonably accepted to QCI and relating to the use and non-disclosure of the confidential information relating to QCI or any Government Department or relating to any Ministry and or such other information that QCI suggests to be confidential. Upon receiving a request aforesaid the service provider must promptly arrange for all such undertakings to be given to QCI.

7.19. Knowledge Transfer: Subject to any qualification or provision to the contrary in the statement of work, the service provider must provide the following assistance to the QCI on termination or expiration of this Contract: transferring or providing access to the QCI to all information stored by whatever means held by the service provider or under the control of the service provider in connection with this Contract; and making Specified Personnel / employees and Agency Personnel available for discussions with the QCI as may be required. The time, length and subject of these discussions will be at the sole discretion of the QCI, provided that any matter discussed is not considered to reveal any 'commercial-in-confidence information of the service providing firm.

7.20. Force Majeure: Neither party shall be held responsible for non-fulfilment of their respective obligations due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, pandemics, riots, civil commotion etc., provided on the occurrence and cessation of any such events. The affected party thereby shall give a notice in writing to the other party within one week of such occurrence or cessation. If the force majeure

conditions continue beyond six months, the parties may then mutually decide about the future course of action.

Force Majeure shall not include

- i. any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
- ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the Contract and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- iii. Insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

7.21. Indemnity: The service provider undertakes to indemnify QCI from and any losses that QCI may incur due to any deficiency in services rendered by the service provider or any instance of corruption or improper payment.

7.22. Subletting of Work: Sub-letting of work will be permitted based on the clear intimation to QCI and the approval of the QCI SPOC. However, final liability shall rest with the selected service provider.

7.23. Maintenance of Confidentiality: The service provider must not divulge any confidential information and assure that reasonable steps are undertaken to provide for the safe custody of any and all confidential information in its possession, and to prevent unauthorized access thereto or use thereof. The service provider must not, without the prior written consent of QCI, disclose any confidential information of QCI or any government department or relating to any ministry or any other party. In giving written consent to the disclosure of confidential information, QCI may impose such conditions as it deems fit, and the agency must comply with these conditions. Confidentiality clause shall continue for a longer period than one year after the termination of contract or contract expiry period.

The selected service provider will be required to sign a mutually agreed Non-Disclosure Agreement (NDA) with QCI.

7.24. Removal of Data: The service provider must ensure that its employees/ professionals' subcontractors and/ personnel do not:

- a. remove any data or allow any data concerned with this contract to be removed from the places as notified / directed by QCI; or
- b. take any Data or allow any data to be taken outside of India, without QCI's prior written consent.

7.25. Disclaimer:

- a. QCI shall not be responsible for any late receipt of applications for any reasons whatsoever. The applications received late will not be considered.
- b. QCI reserves the right
 - i. To terminate the RFP process at any time, without assigning any reasons thereof;

- ii. To reject any/all applications without assigning any reasons thereof;
- iii. To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of QCI without assigning any reasons thereof;
- iv. To include any other item in the scope of work at any time after consultation with applicants or otherwise;
- v. To select multiple organizations for the project for allocation of work if it meets the essential criteria for qualification.

7.26. Validity of Proposals: The proposals shall remain valid for a period of 90 days from the last date of submission. In exceptional circumstances, QCI may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder consenting to such request will not be required nor permitted to modify its Proposal.

8. SUBMISSION OF PROPOSAL

Technical Proposal:

The technical proposal must include the following

- 8.1.** Details of the similar projects undertaken as mentioned in the pre-qualification criteria.
- 8.2.** Detailed Case study of similar scope of work and methodology followed for execution
- 8.3.** Details of the resources to be deployed on the project (including details of the relevant project experience) as per the requirements specified in the clause-5 (Min.2 pages' profile of each proposed consultant)
- 8.4.** All the supporting documents for the pre-qualification requirements.
- 8.5.** Signed and stamped Form-A, B, C, D, E and F.
- 8.6.** Any other details that the bidder may like to provide.

Financial Proposal:

S. No	Positions/ roles	No. of Consultants	Cost (per man month) INR (Exclusive of Taxes)
A.	Technology Advisory		
A.1	Technology Lead	1	
A.2	Technical Architect	1	
A.3	Senior Developer	1	
A.4	UX designer	1	
A.5	Test Engineer	1	
A.6	Operations Engineer	1	
A.7	Technical Writer	1	
TOTAL (A)			
B.	Product Management		
B.1	Senior Product Manager - Buyer-Side Application	1	
B.2	Senior Product Manager - Seller-Side Application	1	

B.3	Senior Product Manager - Delivery & Logistics Application	1	
B.4	Senior Product Manager - Gateways & Payment Applications	1	
TOTAL (B)			
TOTAL (A+B)*			

*The proposed cost should be inclusive of lodging and boarding cost and QCI shall not liable for travel or any other expense including software/hardware requirements.

Submission Guidelines:

- The interested bidders may apply individually for Part-A or B or Both. The proposals shall be evaluated separately for both the requirements. The bidders applying for both the parts should mention it specifically in the Application (Form-A)
- QCI reserves the right to select separate service providers for Part A and Part B or a single service provider to undertake both the parts of the scope of work.
- All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- All pages of the bid including the duplicate copies, shall be signed and stamped by the authorised signatory.
- Please note that prices must not be indicated in the Technical Bid.

Interested parties may send the technical and financial Proposal in two separately sealed envelopes inside a larger sealed envelope super-scribing “Proposal for Onboarding of Consulting Firm(s) for Technology Advisory and Product Management for Open Network of Digital Commerce(ONDC)” to Deputy Director (Accounts & Administration), Quality Council of India, Institution of Engineers Building, 2nd Floor, 2, Bahadur Shah Zafar Marg, New Delhi 110002 latest by October 28, 2021, 1700 Hrs.

For further queries, you may please contact the below-mentioned:

For any other queries: Procurement Team

Email id: procurement@qcin.org

Form A: Application Letter

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

{Place}

{Date}

To,

Deputy Director (Accounts & Administration),
Quality Council of India,
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Subject: Submission of proposal in response to the RFP for **“Onboarding of Consulting Firm(s) for Technology Advisory and Product Management for Open Network of Digital Commerce(ONDC)”**- Part-A/B/A and B

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP dated <dd/mm/yy> for Onboarding of Consulting Firm(s) for Technology Advisory and Product Management for Open Network of Digital Commerce(ONDC)- Part A/B/A and B.
2. We undertake, if our proposal is accepted, to assign a team dedicated to this project.
3. We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We undertake, if our proposal is accepted, to adhere to the scope of engagement or such modified plan as may subsequently be mutually agreed between us and QCI or its appointed representatives.
5. We agree to unconditionally accept all the terms and conditions set out in the RFP document and also agree to abide by this proposal response for a maximum period of THREE MONTHS from the date fixed for proposal opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this proposal response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and QCI.
6. We affirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to through this proposal is true, accurate, and complete.

7. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the QCI as to any material fact. We agree that QCI is not bound to accept the lowest or any Proposal response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the Proposal response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2021

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Vendor

Form B: Relevant Project Experience

S. No.	Name of the Project/ Engagement	Client name	Duration (Period)	Value

Form C: Details of responding organization

S. No.	Particulars	Details to be furnished	
1.	Details of responding Company		
	Name		
	Address		
	Telephone	Fax	
	E-mail	-	Website
2.	Information about responding Company		
	Status of Company (<i>Public Ltd. / Pvt. Ltd etc.</i>)		
	Details of Registration (<i>Ref e.g. ROC Ref #</i>)		Date
			Ref #
	Details of Service Tax Registration		Date
			Ref #
2.	Current Year Turnover (Rs Crores) from IT consulting services in India;		
3.	Company Profile (Operations in India)		
3.1	Average turnover from Indian Operations from IT consulting services in last three years	(Turnover in Rs Crores)	
3.2	Full-time professional staff engaged in related IT services	(Number of Staff)	

3.3	Extent of operations in India (national spread) i.e. number of offices in India (client specific / project specific offices should not be considered)	(Number of Offices in different cities/towns and their address)	
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Form D: Format for Bid Security Declaration

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

To,
Deputy Director (Accounts & Administration),
Quality Council of India,
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Subject: Bid Security Declaration in connection with RFP Ref. No. _____ dated____ for _____

Dear Sir,

I / We, the authorized signatory of M/s _____ , participating in the subject tender Ref. No . _____ for _____ , do hereby declare :

- a. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- b. That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action and I/we will be suspended from being eligible for bidding / award of all future contract(s) of Quality Council of India (QCI) for a period of one year from the date of committing such breach.

Dated this Day of 2021

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Vendor

Form E: Format for Non-Blacklisting Undertaking

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

To,
Deputy Director (Accounts & Administration),
Quality Council of India,
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Subject: Non-Blacklisting declaration in connection with RFP Ref. No. _____ dated ____ for _____

Dear Sir,

This is to notify you that our Firm/Company/Organisation _____ intends to submit proposal in response to invitation for Tender Ref. No. _____ for <>. In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this agreement
- b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Dated this Day of 2021

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Vendor

Form F: Description of Approach, Methodology and Work Plan for Performing the Assignment

You are suggested to present your Technical Proposal divided into the following three chapters:

1. Technical Approach and Methodology
2. Work Plan Details (In the below format)
3. Management of Proposed Resources

Format for the work plan:

S. No.	Activity	Months			
		1	2	3	4
1.					
2.					
3.					
4.					
5.					
6.					
..					
..					
..					
n					

FORMAT FOR BANK GUARANTEE

From

Bank _____

To

The Secretary General

Quality Council of India

New Delhi – 110 002

Sir,

1. With reference to contract/ agreement/ work order No. <Work order Reference No.>dated <__> <Month>, <Year> concluded between **Quality Council of India**, hereinafter referred to as the Purchaser and **M/s <Service Provider Firm Name>** hereinafter referred to as the contractor for <Project Name> as detailed in the above contract which contract is hereinafter referred to as the “Said Contract” and in consideration of the Purchaser having agreed to make advance payment in accordance with the terms of the said Contract to the said contractor, we the _____ bank, hereinafter call the Bank hereby irrevocably undertake and guarantee to you that if the said Contractor would fail to develop and supply the stores in accordance with the terms of the said Contract for any reason whatsoever or fail to perform the Said Contract in any respect or should whole or part of the said on account payments at any time become repayable to you for any reason whatsoever, we shall, on demand and without demur pay to you all and any sum up to a maximum of**Rs.** (Rupees Only) in accordance with the provisions contained in **Clause <>** of the said Contract.

2. We further agree that the Purchaser shall be the sole judge as to whether the contractor has failed to develop and deliver the data required in accordance with the terms of the Said Contract or has failed to perform the said contract in any respect or the whole or part of the advance payment made to Contractor has become repayable to the Purchaser and to the extent and monetary consequences thereof by the Purchaser.

3. We further hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating the amount claimed. Any such demand made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee and without demur. However, our liability under this Guarantee shall be restricted to an amount not exceeding**Rs** (Rupees Only).

4. We further agree that the Guarantee herein contained shall remain in full force and effect for a period of 3 months from the date on unless the Purchaser in his sole discretion discharges the Guarantee earlier. Beneficiary's right as well the Bank's Liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before completion of one year from expiry date i.e. <>

5. We further agree that any change in the constitution of the Bank or the constitution of the contractor shall not discharge our liability hereunder.

6. We further agree that the Purchaser shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the Said Contract or to extend the time of development/delivery from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the contractor and either to forbear or enforce any of the terms and conditions relating to the Said Contract and we shall not be relieved from our liability by reason of any such variation or any indulgence or forbearance shown or any act or omission on the Purchaser or by 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.

7. We lastly undertake not to revoke the Guarantee during the currency of the above said contract except with the prior consent of the Purchaser in writing.

Yours faithfully,
for _____ Bank
(Authorised Attorney)

Place: _____

Date: _____

Seal of the Bank