

RFP No.: DPD_DE_5_2020_EPD_MeIT

Subject: Estimation and Measurement of India's Digital Economy

Pre-Bid Meeting: July 10, 2023

Venue: Online

Responses to the Pre-bid Queries

S. No.	Queries Received			Response
	RFP Pg. No.	RFP Clause	Clarification Sought/ Requests/ Suggestions	
1.	12	Eligibility Criteria	Request MeIT Team to please consider completed assignments of similar nature in industries other than Digital economy as well.	Similar work/study in other Socio - economic sectors/industries from reputed organizations can be considered.
2.	31	Experience of the bidder	Request MeIT Team to please consider completed assignments of similar nature in industries other than Digital economy as well	Similar work/study in other Socio - economic sectors/industries from reputed organizations can be considered.
3.	41	Work Space and administrative requirements	Request MeIT Team to confirm if the identified key persons can work from our corporate offices in Mumbai / Delhi and travel for meetings as needed to the MeIT office in New Delhi	Two resources minimum should work from our office at Electronics Niketan, 6, CGO Complex, New Delhi. But all resources should be available for us at any point of time.
4.	12	Eligibility Criteria	'Request for: - Change in the cut-off date for related projects/assignments to '10 years preceding the date of publication of RFP' from '5 years preceding the date of publication of RFP'. - Change in the minimum value of related projects/assignments to at least INR 20 lakhs each from INR 50 lakhs each. - Eligibility criteria on studies/assignments/projects to be modified to include such projects executed in India as well as internationally - Email received from client upon completion of assignment/Payment proof may be considered as completion letter/reference letter for proof of engagement	Cut-off date for related projects/assignments revised to "10 years preceding the date of publication of RFP." Minimum value of related projects/assignments as per RFP. No change. Projects executed nationally/ internationally by any reputed global multilateral agency also eligible. Bidders may submit documentary evidences to establish the completion of study, such as last payment sanction issued by the client.

5.	31	Technical evaluation	<p>Request for:</p> <ul style="list-style-type: none"> - change in the cut-off date for related projects/assignments to 10 years preceding the date of publication of RFP from 5 years preceding the date of publication of RFP. - change in the minimum value of related projects/assignments to at least INR 20 lakhs each from INR 50 lakhs each. - criteria on 'Experience of the Bidder' to be modified to include such projects in the public sector organisations/government/international agencies such as ADB, World Bank etc. executed within as well as outside India. - criteria on 'Quality of Reports' to be modified to include such projects in the public sector organisations/government/international agencies such as ADB, World Bank etc. executed within as well as outside India. 	<p>Cut-off date for related projects/assignments revised to "10 years preceding the date of publication of RFP."</p> <p>Minimum value of related projects/assignments as per RFP. No change.</p> <p>Projects executed nationally/ internationally by any reputed global multilateral agency also eligible both for 'Experience of the Bidder' and 'Quality of Reports'.</p>
6.	20	Commitment on Resources	<p>Request for relaxation in criteria for</p> <ul style="list-style-type: none"> a) Being on permanent payroll to 'employed on permanent/contractual basis continuously for at least 5 years' b) Years of experience for Co-investigator to 10 years, subject matter expert to 7 years c) Relevant professional experience for subject matter expert to 'economics/statistics' from 'statistics' 	<p>The Experience is revised:</p> <ul style="list-style-type: none"> a.) Chief Investigator: 15 years b.) Co-Investigator: 12 Years c.) Other Investigators/SME: 8 Years <p>Relevant professional experience for subject matter expert considered for 'economics/statistics' from 'statistics'.</p>
7.	7,32	Activities and Technical evaluation	Request for possibility of online participation by Chief investigator/Co-investigator (T0 + 40)	Online participation considered, but physical participation preferred.
8.	17	Deliverables and timelines	There is a review period of one week at the end of each deliverable. Can some time be added to incorporate the feedback of the Technical Committee for each deliverable.	No Change. As per RFP

9.	15	Technical Bid	<p>The section states “Technical proposal will include details of overall approach to the areas listed in this RFP along with specific proposals / solution on each of these areas covering the conceptualization, design and implementation stages. Technical proposal should also clearly articulate the deliverables at the end of each phase of work”.</p> <p>Deliverables are already defined in subsequent section – is there additional information that is required to be furnished? Is it to be mentioned as per the subsequent table?</p>	No Change. As per RFP
10.	32	Technical Evaluation	<p>“Documentary evidence must be submitted for each criterion and undertaking or declaration made by the bidder must be on the company letterhead and is to be signed by an authorized signatory”.</p> <p>“Completion Letter / Reference Letter from relevant Senior Executive of the client to be attached for each engagement reference mentioned.</p> <p>For Documentary Evidence - There are NDAs and other clauses for some engagements- what is to be done in those instances?</p>	Bidders may submit documentary evidences to establish the completion of study, such as last payment sanction issued by the client.
11.	36.	SLA	<p>The section states: "Deployment of Resources and Commencement of Services".</p> <p>As per SLA is the team expected to be deployed in a physical location?</p>	Two resources minimum should work from our office at Electronics Niketan, 6, CGO Complex, New Delhi. But all resources should be available for us at any point of time.
12.	36.	SLA	<p>The section states: “Replacement of Resource”.</p> <p>In case a resource needs to be replaced more than two weeks after deployment, what will the procedure be. Here it says replacement only within 2 weeks of deployment.</p>	Replacement within 2 weeks of last working date at MeitY after resignation of the resource.

13.	31	Technical Evaluation	The criteria for experience of bidder is stated as "Development of Measurement framework or Statistical analysis or Estimation & Measurement for India's Digital Economy or socio-economy". Request to modify this to "Development of Measurement framework or Statistical analysis or Estimation & Measurement for India's Digital Economy or economy or socio-economy".	Similar work/study in other Socio - economic sectors/industries from reputed organizations can be considered
14.	31	Technical Evaluation	The criteria for experience of bidder is stated as "Development of Measurement framework or Statistical analysis or Estimation & Measurement for India's Digital Economy or socio-economy". Please clarify whether Estimation and measurement of India's socio-economy would qualify as a criteria.	Similar work/study in other Socio - economic sectors/industries from reputed organizations can be considered
15.	32	Technical Evaluation	There is a discrepancy in the qualifying criteria for 'subject matter experts' as mentioned under section 7.5/iii (page 21) and under section 9.3/C3.1 (page 32). Under section 9.3/C3.1, the criteria mentioned covers 'experience in conducting assignments using MoSPI data' whereas under section 7.5/iii, the criteria mentions a requirement of minimum 10 years work experience in the following fields (one each): Digital Transformation, Digital Economy, Public Digital Platforms / Digital Public Goods / Digital Public Infrastructure, Statistics. Can a submission be made covering three personnel with qualification as mentioned under Section 9.3/C3.1 for both pre-bid qualifying criteria and criteria listed for technical evaluation.	Bidders who qualify the minimum qualifications as mentioned in section 7.5/iii will only be eligible for technical evaluation as section 9.3/C3.1 The criteria of section 7.5/iii revised to: Minimum 10 years of relevant work experience in the following fields: Digital Transformation, Digital Economy, Public Digital Platforms / Digital Public Goods / Digital Public Infrastructure, Statistics (One each to be omitted).
16.	32	Technical Evaluation	There is a discrepancy in the qualifying criteria for 'subject matter experts' as mentioned under section 7.5/iii (page 21) and under section 9.3/C3.1 (page 32). Under section 9.3/C3.1, the criteria does not indicate the required number of years of experience whereas under section 7.5/iii, the criteria mentions a requirement of minimum 10 years work experience.	Bidders who qualify the minimum qualifications as mentioned in section 7.5/iii will only be eligible for technical evaluation as section 9.3/C3.1 Section 9.3/C3.1 clearly mentions that one mark is given for each assignment which qualifies the criteria of having experience in conducting assignments (viz. surveys / studies / publication of research papers in reputed journals) using MoSPI data (SUTs, NSSO etc.)

17.	41	Work Space and administrative requirements	Request for requirement of resource location at the MeITY office to be restricted to one resource on a daily basis. Other resources to be available to visit MeITY on need basis.	Two resources minimum should work from our office at Electronics Niketan, 6, CGO Complex, New Delhi. But all resources should be available for us at any point of time.
18.	9	Bid Security/EMD	The section states: "Bid Security Declaration should be extended in the event the last date of bid validity is extended." Does this mean no of days of bid Validity can increase from existing 180 days from the last date of submission?	Yes.
19.	8	Sub-Contracting	We request you to kindly allow subcontracting, given the nature of the Project. Sub-contracting would allow bidders to engage and collaborate with Subject Matter Experts at a global level, enabling them to leverage their specialized skills and knowledge considering the specific requirements requested in the proposal.	Sub-contracting allowed only for conducting surveys. The core team should be on the payroll of the bidder.
20.	12.	Eligibility Criteria	We respectfully suggest that, to ensure the evaluation process aligns closely with the project's practical demand and challenges, it may be beneficial to consider consulting firms for this project. These firms possess extensive experience and a strong understanding of real-world contexts, which we believe would result in more nuanced and equitable assessment and evaluating them with academia will not result in fair comparison, resulting in very skewed technical as well as financial evaluation.	Private organizations already included.

21.	12.	Eligibility Criteria	<p>Given the evolving nature of the digital economy and the lack of extensive government-led studies on its measurement till date, not only in India, but even globally, it is requested that the experience requirement may be broadened to include measurement frameworks /estimation projection / statistical analysis in areas other than digital economy also.</p> <p>Additionally, it is requested that bidders may be allowed to submit global credentials for evaluation in this regard.</p>	Projects of global international importance from reputed organizations allowed.
22.	12.	Eligibility Criteria	<p>It is requested that Work Orders may be considered as valid supporting documents for engagements as against 'client certificates' mentioned in the RfP. Requesting clients to provide Client certificates for old engagements in specific formats as suggested in the RfP may not be feasible.</p>	<p>Work order shows initiation of work and thus doesn't guarantee its completion.</p> <p>Bidders may submit documentary evidences to establish the completion of study, such as last payment sanction issued by the client.</p>
23.	12.	Eligibility Criteria	<p>We understand that firm's publication in form of Thought Leadership would also be considered as relevant work experience in this regard. Also, request you to clarify what additional supporting document would be required to be submitted in this regard.</p>	Copy of the publication will be considered.
24.	14.	Eligibility Criteria	<p>It is requested that Work Orders may be considered as valid supporting documents for engagements as against 'Completion Letter / Reference Letter on letterhead from relevant Senior Executive of the client' mentioned in the RfP. Requesting clients to provide certificates for old engagements in specific formats as suggested in the RfP may not be feasible.</p>	<p>Work order shows initiation of work and thus doesn't guarantee its completion.</p> <p>Bidders may submit documentary evidences to establish the completion of study, such as last payment sanction issued by the client.</p>

25.	15	Financial Bid	Kindly suggest that in case of undertaking activities such as primary survey, which may require travel & lodging, would the reimbursement of the same be made to the bidder on actuals?	MeitY will not pay any other amount except the Work Order Value after deduction of applicable taxes (If any)
26.	16	Scope of Work	We request additional details on the scope and design of the primary survey. This entails details of the geographical preferences (if any), mode of data collection, stakeholders (both type and number) to be involved during the process. Furthermore, we would like to understand if the Bidder can liaison with statistical departments (ex: the Ministry of Statistics and Programme Implementation) to meet data/statistical requirements along with future roadmap for data collection.	KPIs to be identified by yourself.
27.	19	Deliverables & Timelines	Kindly suggest if the cost of designing and printing of 100 copies the report shall be borne by MeitY or whether costs such as these need to be embedded in the financial proposal?	Bidders have to account for the cost in the Financial Bid itself.
28.	20	Commitment on Resources	It is felt that the said clause is quite restrictive in nature, and that a Chief Investigator with 10 years of relevant experience, backed by a Masters degree in Economics / Statistics should suffice the requirements as mentioned in the RfP Additionally, in order to align with the requirements of the RfP, and to be able to find the best suitable fit, the condition of the resource being on permanent payroll may be omitted. Accordingly, the clause may be suitably modified as: Chief Investigator: <ul style="list-style-type: none"> • Minimum 10 years of relevant professional work experience (strategy / organization transformation / measurement, estimation and assessment of GDP / GVA / Digital Economy / Key Sectors of Economy) with increasing level of responsibilities • Master's degree in economics/ Statistics • Experience with Government / Public Sector 	The Experience is revised: a.) Chief Investigator: 15 years b.) Co-Investigator: 12 Years c.) Other Investigators/SME: 8 Years Relevant professional experience for subject matter expert considered for 'economics/statistics' from 'statistics'. Sub-contracting allowed only for conducting primary surveys. The core team should be on the payroll of the bidder.

29.	20	Commitment on Resources	<p>It is felt that the said clause is quite restrictive in nature, and that a Co-Investigator with 8 years of relevant experience, backed by a Masters degree in economics / statistics should suffice the requirements as mentioned in the RFP</p> <p>Additionally, in order to align with the requirements of the RfP, and to be able to find the best suitable fit, the condition of the resource being on permanent payroll may be omitted.</p> <p>Accordingly, the clause may be suitably modified as:</p> <p>Co-Investigator:</p> <ul style="list-style-type: none"> • Minimum 8 years of relevant professional work experience (strategy / organization transformation / measurement, estimation and assessment of GDP / GVA / Digital Economy / Key Sectors of Economy) with increasing level of responsibilities • Master’s degree in economics/ Statistics • Experience with Government / Public Sector 	<p>The Experience is revised:</p> <ol style="list-style-type: none"> a.) Chief Investigator: 15 years b.) Co-Investigator: 12 Years c.) Other Investigators/SME: 8 Years <p>Relevant professional experience for subject matter expert considered for 'economics/statistics' from 'statistics'.</p> <p>Sub-contracting allowed only for conducting primary surveys.</p> <p>The core team should be on the payroll of the bidder.</p>
30.	20	Commitment on Resources	<p>Additionally, in order to align with the requirements of the RfP, and to be able to find the best suitable fit, the condition of the resource being on permanent payroll may be omitted.</p> <p>Accordingly, the clause may be suitably modified as:</p> <p>Other Investigators / Subject Matter Experts (SMEs)</p> <ul style="list-style-type: none"> • Minimum 5 years of relevant professional work experience in following fields (in any of the following fields): <ul style="list-style-type: none"> -Digital Transformation -Digital Economy -Public Digital Platforms / Digital Public Goods / Digital Public Infrastructure -Statistics Forecasting and Modeling • All SMEs to be at least Post-graduate in Economics/ Statistics/ Technology 	<p>The Experience is revised:</p> <ol style="list-style-type: none"> a.) Chief Investigator: 15 years b.) Co-Investigator: 12 Years c.) Other Investigators/SME: 8 Years <p>Relevant professional experience for subject matter expert considered for 'economics/statistics' from 'statistics'.</p> <p>Sub-contracting allowed only for conducting primary surveys.</p> <p>The core team should be on the payroll of the bidder.</p>

31.	31	Experience of the bidder	<p>Given the evolving nature of the digital economy and the lack of extensive government-led studies on its measurement till date, not only in India, but even globally, it is requested that the experience requirement may be broadened to include measurement frameworks /estimation projection / statistical analysis in areas other than digital economy also. This may include impact/economic evaluation models, econometric analysis, policy impact analysis, investment impact analysis and market size assessment engagements among others.</p> <p>Additionally, it is requested that bidders may be allowed to submit global credentials for evaluation in this regard. Further, it is requested that ongoing projects may also be considered for evaluation.</p>	<p>Similar work/study in other Socio - economic sectors/industries from reputed organizations nationally/internationally can be considered. Projects of global international importance allowed.</p>
32.	31	Quality of the Reports	<p>It is felt that the conditions mentioned in the said clause adds substantial subjectivity to the marking criteria, given that the evaluator would be required to go through multiple 2,000 worded verbose reports for each bidder for giving marks.</p> <p>Accordingly, it is requested that case studies (up to a maximum of two) on the relevant subject may be included in form of concise slides at the time of presentation and evaluated accordingly rather than creating separate lengthy documents for each relevant report.</p>	<p>Reports may be submitted in few slides, but should clearly bring out the context and findings of the study.</p>
33.	31	Technical Evaluation	<p>It is requested that Work Orders may be considered as valid supporting documents for engagements as against 'Completion Letter / Reference Letter on letterhead from relevant Senior Executive of the client' mentioned in the RFP. Requesting clients to provide certificates for old engagements in specific formats as suggested in the RfP may not be feasible</p>	<p>Work order shows initiation of work and thus doesn't guarantee its completion. Bidders may submit documentary evidences to establish the completion of study, such as last payment sanction issued by the client.</p>
34.	37	Service Level Agreements (SLAs) and Penalty	<p>- Basis the standard penalty clauses in most Government bids, it is requested that the penalties may be reduced to 10% of the Agreement/Work Order value.</p>	<p>No change. As per RFP.</p>
35.	40	Payment Terms	<p># Deliverable - % of Total 1. Literature Review, Framework and Methodology Report and Presentation 10 2. Inception Report</p>	<p>The Deliverable/Milestone is revised as follows : S.no 3. Estimation and projection of India's Digital Economy - 20% (Change from 10%) S. no 7. Submission of Print Ready - Final Report - 25% (Change from 35%)</p>

			<p>15 3. Estimation and projection of India's Digital Economy Report including employment aspects and primary survey 20 and Presentation 4. Assessment of impact of selected segments of the economy and identification of the data gaps in the estimation 20 of digital economy Report and Presentation 5. Policy recommendations based on estimates and findings 15 report 6. Consolidated Draft Report and Presentation 10 7. Submission of Print Ready - Final Report 10</p>	
36.	60	Annexure 2: Checklist for Submission of Response to RFP	The audited financial statements for FY 2022-23 may be under audit and therefore may not be currently available. Accordingly, it is requested that the provisional financial statements for 2022-23 may be considered for the purpose of evaluation.	If financial statements for FY 2022-23 not available, the previous FY can be considered. (FY 2019-20)
37.	74	Annexure 11 - Technical Bid Format	Given that there is no marking on the 'Approach and Methodology' as per the evaluation / scoring criteria, while a separate technical presentation needs to be given by the bidder post submission of the bid, please suggest if any section on 'Approach and Methodology' still needs to be incorporated in the technical proposal.	Yes, as per RFP clause 9.3D
38.	52	Conflict of interest	It is humbly submitted that any conflict related declaration can be given as on the current date only as per firm's internal risk management procedures.	Yes.
39.	52	Non-solicitation	With regard to the requirements mentioned under the said clause, we understand that the restriction will only apply to employees of client involved in the engagement.	Yes.

40.	46	Indemnification	We understand that there is no clause 10.18.2 in the RfP. Request you to kindly clarify.	Kindly read it as Subject to Clause 10.18 in the RFP.
41.	52	Adherence to Standards	We humbly submit that any audit shall be subject to the following: (i) The audit shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) Employer or its authorized representatives shall execute a Non- Disclosure Agreement before such audit which shall govern the conduct of audit and any results thereof (iii) The auditors or the representatives of Employer for the audit shall not be bidder's competitors; (iv) The audit shall not be conducted more than once in a calendar year and twice in entirety; and (v) Any findings during the audit, shall be shared with Employer and be discussed and agreed mutually with Employer and bidder for its closure.	No Change. As per RFP
42.	6	Activities	To extend	No Change. As per RFP
			"Last Date for submission of bids	
			(Online mode only at CPP Portal)"	
			Opening of Bids (Pre-qualification & Technical)	
43.	8	Sub-Contracting	We request that the clause may be amended as: "The requisite Core Team of Chief Investigator, Co-Investigator and Other Investigators/ Subject Matter Experts need to be on the payroll of the Bidder within 15 days from the day of the award of the assignment. The additional requisite Subject Matter / Domain Experts (if any) or services may be on-boarded by the Bidder on its own cost."	Okay

44.	13	Eligibility Criteria	Since the audited financial statements for FY2022- 23 may not be available, we request that the audited financial statement for FY2019-20, FY2020-21 and FY2021-22 be considered.	Okay
45.	13	Eligibility Criteria	We request that work orders/ agreements by the client be considered instead of Completion Letter/ Reference Letter in prescribed format.	Work order shows initiation of work and thus doesn't guarantee its completion. Bidders may submit documentary evidences to establish the completion of study, such as last payment sanction issued by the client.
46.	18	Deliverables & Timelines	We understand that our role with respect to primary survey will be limited to developing the methodology to conduct the survey. However, the actual survey will be undertaken by the respective government agency. Please confirm our understanding.	No, the actual survey will be undertaken by the Bidders.
47.	20	Commitment on Resources	Chief Investigator <ul style="list-style-type: none"> • Minimum 15 years of relevant professional work experience (strategy / organization transformation / measurement, estimation and assessment of GDP / GVA / Digital Economy / Key Sectors of Economy) with increasing level of responsibilities • PhD/ Post- Graduate in the subjects related to Economics/Management/Chartered Accountancy • Experience with Government / Public Sector • Should be on the permanent payroll of the Bidder within 15 days from the day of the award of the assignment 	The minimum no. of Experience is revised: Chief Investigator: 15 years Relevant professional experience for subject matter expert considered for 'economics/statistics' from 'statistics'. Should be on the payroll of the Bidder within 15 days from the day of the award of the assignment.
48.	20	Commitment on Resources	Co-Investigator <ul style="list-style-type: none"> • Minimum 10 years of relevant professional work experience (strategy / organization transformation / measurement, estimation and assessment of GDP / GVA / Digital Economy / Key Sectors of Economy) with increasing level of responsibilities • Post-graduate in economics/ Statistics/ Management/ Chartered Accountancy • Experience with Government / Public Sector • Should be on the permanent payroll of the Bidder within 15 days from the day of the award of the assignment 	The minimum no. of Experience is revised: Co-Investigator: 12 Years Relevant professional experience for subject matter expert considered for 'economics/statistics' from 'statistics'. Should be on the payroll of the Bidder within 15 days from the day of the award of the assignment.

49.	20	Commitment on Resources	Other Investigators/ Subject Matter/Experts (SMEs) • Minimum 5 years of relevant professional work experience in following fields (at least one): - Digital Transformation - Digital Economy - Public Digital Platforms / Digital Public Goods / Digital Public Infrastructure - Statistics • All SMEs to be at least Post- graduate. Post- Graduation in Economics/ Statistics/ Technology/ Management/ Chartered Accountancy a) • Should be on the permanent payroll of the Bidder within 15 days from the day of the award of the assignment	The minimum no. of Experience is revised: Other Investigators/SME: 8 Years Relevant professional experience for subject matter expert considered for 'economics/statistics' from 'statistics'. All SMEs to be at least Post- Graduation in Economics/ Statistics/ Technology or B. Tech in CS/IT/Electronics. Should be on the payroll of the Bidder within 15 days from the day of the award of the assignment.
50.	30-32	Technical Evaluation	C1 : Qualification and experience of Chief Investigator– Minimum 15 years' experience for Chief Investigator in the areas related to economy, digital economy, statistical analysis of key sectors	Revised to 15 years
51.	30-32	Technical Evaluation	C1.2 : Doctorate/Post Graduate in (a) Economics (b) Statistics (c) IT/ Electronics/ Computer (d) Management & chartered accountancy	No Change. As per RFP
52.	30-32	Technical Evaluation	C2 : Qualification and experience of Co-Investigator –10 years' experience for Co- Investigator in the areas related to economy, digital economy, statistical analysis of key sectors	Revised to 12 years
53.	30-32	Technical Evaluation	C3.2 : Doctorate/Post Graduate in (a) Economics (b) Statistics (c) IT/ Electronics/ Computer (d) Management & chartered accountancy	No Change. As per RFP
54.	32	Technical Evaluation	We are given to understand that the scope of development of dashboard shall be restricted to description of KPIs, output, outcome and wireframe, and shall not include IT development. Kindly confirm.	Yes, IT development not included.
55.	38	Execution of Service Level Agreement (SLA)/Non-Disclosure Agreement NDA	Kindly provide the format of the NDA.	NDA format attached in Annexure -1 of this document.
56.	52		We understand that subcontracting is allowed for non-core members of the team. Is our understanding correct?	Yes, subcontracting allowed for non-core members of the team for Primary survey.

57.	9	Bid Security/EMD	We request you to please limit this criteria till monetary penalty only and remove the clause for "suspension for participation in future for a period of up to one year".	No Change. As per RFP
58.	13	Eligibility Criteria	We request you to please rephrase this criteria as following: The Bidder or any successor has not been penalized or found guilty in any court of law and the (firm/ company) or any successor has not been blacklisted / debarred by any Central Government Ministry / State Government / any other regulatory authority under: <ul style="list-style-type: none"> • Prevention of the Corruption Act, 1988 as on bid submission date • 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 as on bid submission date 	No Change. As per RFP
59.	28	Rules for Responding to this RFP	We request that there should be some levy given during the contracting phase and that the final contracting terms should be mutually discussed and signed during the phase.	No Change. As per RFP
60.	31	Technical Evaluation - Experience of the bidder	We request you to please relax the criteria to include projects completed in last 7 years as due to Covid there was lag in terms of number of projects which happened. We further request that the on-going projects may also be included under this criteria; provided a given % of work has been completed.	Cut-off date for related projects/assignments revised to " 10 years preceding the date of publication of RFP." Only completed projects will be counted.
61.	32	Technical Evaluation - Qualification and experience of Chief Investigator	We request you to relax this criteria to consider minimum no. of years of experience as 15 years.	Revised to 15 years

62.	32	Technical Evaluation - Qualification and experience of Chief Investigator	We request you to relax this criteria to only consider Master's degree in (a) Economics (b) Statistics (c) IT / Electronics / Computer and not the Doctorate degree.	Evaluation modified to C1.2 Doctorate in (a) Economics (b) Statistics (c) IT / Electronics / Computer - Max marks 5 C1.3 Master's degree in (a) Economics (b) Statistics (c) IT / Electronics / Computer. - Has been dropped
63.	32	Technical Evaluation - Qualification and experience of Co-Investigator	We request you to relax this criteria to consider minimum no. of years of experience as 12 years.	Revised to 12 years
64.	32	Technical Evaluation - Qualification and experience of Subject Matter Experts	C2.2: We request you to relax this criteria to only consider Master's degree in (a) Economics (b) Statistics (c) IT / Electronics / Computer and not the Doctorate degree.	No Change. As per RFP
65.	32	Technical Evaluation - Qualification and experience of Subject Matter Experts	C3.2/3.3: We request you to relax this criteria to only consider Graduation degree in (a) Economics (b) Statistics (c) IT / Electronics / Computer and not the Doctorate degree.	No Change. As per RFP
66.	32	Technical Evaluation	We request you not to limit this criteria to conducting assignments "using MoSPI data (SUTs, NSSO etc.)" only.	No Change. As per RFP
67.	33	Technical Evaluation	We request if this requirement may also be fulfilled by Self Certification from the Authorized Signatory of the bidder.	No. Bidders may submit documentary evidences to establish the completion of study, such as last payment sanction issued by the client.
68.	37	Service Level Agreements (SLAs) and Penalty	We request you to please cap the penalty at 10% of the Work Order Value.	No Change. As per RFP

69.	40	Payment Term	We request you to please re-consider the payment terms for the given two point as: 1. Literature Review, Framework and Methodology Report and Presentation: 10% 7. Submission of Print Ready - Final Report: 30%	The Deliverable/Milestone is revised as follows : S.no 3. Estimation and projection of India's Digital Economy - 20% (Change from 10%) S. no 7 . Submission of Print Ready - Final Report - 25% (Change from 35%)
70.	41	Substitution of Program Team Members	We request you to please limit this criteria till terminating the contract and recovering whatever payments (including past payments and payment made in advance) made by MeitY to the selected Institution/organization during the course of the assignment.	No Change. As per RFP
71.	67	Eligibility / Pre-qualification Bid - Annexure 4	Since we get our audited financial statements in the month of September; we request you, therefore, to consider the audited statement for the FYs: 2021-22, 2020-21, 2019-20.	Okay
72.	8	Sub-contract	ince, the SOW for primary survey require xtensive manpower support for completion of the work. Hence, it is requested to allow sub-contracting for primary survey manpower requirement of the RFP	Yes, subcontracting allowed for non-core members of the team for Primary survey.
73.	17	Timelines for Primary survey	Since, primary suvery is an extensive work, it would take time. Hence, request you to extact it for atleast 2-3 months	No Change. As per RFP

Annexure 1 – NDA

1. Confidential Information

Information provided under the RFP and during the course of performance of service (if the Institution/organization is selected) is confidential and neither Party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any Confidential Information that the Other Party may acquire during the course of such association or otherwise concerning the Other Party's business, property, contracts, trade secrets, clients or affairs.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party “from the “Disclosing Party “and that:

- a. Relates to the Disclosing Party; and
- b. Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- c. Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or Institution/organizations.
- d. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by MeitY with the Institution/organization.
- e. “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- f. Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to MeitY , including but not limited to MeitY customers “or MeitY employees” personal data or such other information as MeitY is required by any law to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- g. Nothing contained in this clause shall limit Institution/organization from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Institution/organization shall at no point use DIC's confidential information or Intellectual property.
- h. The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.
- i. The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
- j. If the Institution/organization hires another person, with the prior written permission of MeitY to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person,

it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Institution/organization is bound to maintain the confidentiality.

- k. The Institution/organization shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of MeitY.
- l. In maintaining confidentiality hereunder, the Vendor /Institution/organization on receiving the Confidential Information and materials agrees and warrants that it shall:
 - i. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
 - ii. the Confidential Information of the Client shall be used, copied and disclosed by the Vendor only in furtherance of providing the Services, and not for any other purpose.
 - iii. Keep the Confidential Information and Confidential Materials and any copies there of secure and in such a way so as to prevent unauthorized access by any thirdparty
 - iv. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
 - v. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform MeitY of such disclosure in writing and immediately return other Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
 - vi. Unless otherwise agreed herein, shall not use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of MeitY or its customers or their projects.
 - vii. The Institution/organization who receives the Confidential Information and materials agrees that on receipt of a written demand from the Disclosing Party shall;
 - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the Receiving Party's possession or under its custody and control
 - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or itsadvisers
 - c) to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
 - d) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
 - e) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/ her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with
 - viii. This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) Was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
 - b) Is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
 - c) Is furnished by others to the receiving party without restriction of disclosure;
 - d) Is there after rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
 - e) Has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Institution/organization shall promptly notify MeitY of such requirement with a view to providing MeitY an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
 - f) Was independently developed by the receiving party without the help of the Confidential Information.
- ix. On termination of the contract, each Party must immediately return to the other Party or delete or destroy all Confidential Information of the other Party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control, save for that training materials and documentation that has been provided to MeitY which is contemplated for continued realization of the benefit of the services. Notwithstanding the foregoing, Institution/organization may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to MeitY's data, including but not limited to the "MEITY Clients or Projects" or the "MEITY employees" personal data or such other information as MeitY is required by any law to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- x. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of MeitY and its disclosure under the contract shall not confer on the Institution/organization any rights whatsoever beyond those contained in the contract.
- xi. The confidentiality obligations shall survive the expiry or termination of the agreement between the Institution/organization and MeitY.

