



# **Request for Empanelment(RFE) of Agencies for conducting Survey based studies for projects under Digital Government**

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## **1. Introduction**

National e-Governance Division is an Independent Business Division under the Digital India Corporation, a Section 8 Company under the Ministry of Electronics & Information Technology. NeGD has been playing a pivotal role in supporting MeitY in Programme Management and implementation of Digital India Projects; provide technical and advisory support to Ministries/ Departments, both at Central and State levels along with other Government organisations. NeGD's major operational areas include programme management, project development, technology management, capacity building, awareness and communications related activities under the flagship Digital India Programme. NeGD has developed and is managing several National Public Digital Platforms such as DigiLocker, UMANG, Rapid Assessment System, OpenForge, API Setu, Poshan Tracker, Academic Bank of Credits, National Academic Depositories, National AI Portal, MyScheme, India Stack Global, Meri Pehchaan, etc. One of the key responsibilities of NeGD includes Undertaking technical appraisal of Digital Government projects with regard to overall technology, architecture, framework standards, security policy, service delivery mechanism, sharing of common infrastructure, etc; and Impact assessment and e-Readiness measurement of e-Governance projects of all States / UTs.

### **1.1. Purpose of RFE**

The purpose of this RFE is the empanelment of qualified and experienced agencies for designing and conducting “Survey based Studies” including those through Insta Polls on various schemes, programs, policies, initiatives etc. under Digital Government. Survey based study would need to be designed to identify key parameters and capture data points that can help measure the impact of particular interventions, programs, policies, projects etc. on the intended beneficiaries. Qualified and experienced agencies will be empanelled under this RFE to carry out Survey based studies as may be needed. The detailed purpose and objectives of specific surveys that will need to be conducted along with the terms and conditions for selection of the individual agency for survey project(s) will be provided in the Request for Quotation (RFQ) to empanelled agencies

### **1.2. Critical Information**

Submission of a proposal in response to this RFE shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Applicants eligible as per criteria will be shortlisted based on the information/proofs provided by them. The shortlisted agency(ies) will be invited to make a presentation to the Evaluation Committee. The notice for short listing of agencies for presentation will be intimated individually and will be uploaded on the website [www.eprocure.gov.in](http://www.eprocure.gov.in)

Proposal must be submitted on the Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) along with the “Eligibility documents” and “Technical Proposal”, in formats as explained at para 15 of this document.

Applicants are requested to follow the timelines mentioned below:

Table: Timelines

Sr.	Information	Details
1	RFE No. and Date	RFE/NEGD/DIRP/2023/1
2	Last Date of submission for written queries from agencies for clarifications.  It may kindly be noted that written queries are to be submitted by email only. No phone call will be entertained	24/02/2023
3	Release of response to clarifications on <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>	28/02/2023
4	Last date (deadline) for submission of RFE proposal	03/03/2023
5	Addressee and address at which proposal response to RFE notice is to be submitted	Prashant Kumar Mittal Director (Infra and E-Services) <a href="mailto:Dirp-negd@digitalindia.gov.in">Dirp-negd@digitalindia.gov.in</a>
6	Opening of RFE proposal/ Shortlisting of agencies for technical presentation	10/03/2023 at 10:00 am
7	Tentative date of Presentation on RFE	16/03/2023

## 2. Background

Conducting survey studies for schemes and activities of a ministry/Department can provide valuable insights into the effectiveness and impact of those programs. Surveys can be used to gather information from a wide range of stakeholders, including Citizens, program beneficiaries, government officials, and community members. This information can then be used to identify areas for improvement and make data-driven decisions about the future direction of the programs.

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The survey agency will be required to design the survey in such a way that it meets the objectives and accordingly finalizes the sample size which is representative of the target population. The survey should be designed by following standard statistical practices and should be as simple and easy to understand as possible, so that the responses will be accurate and reliable.

Once the survey is designed, it should be pilot tested with a small group of people to ensure that it is understandable and that the questions are clear. After making any necessary revisions, the survey can then be distributed to the target population.

Data should be analyzed with appropriate statistical tests and identifiable of noise, if any. The agency may also be asked to prepare reports on the basis of the survey. The results of the survey should be reported in a clear and concise manner, highlighting the key findings.

Finally, it is important to consider ethical issues and obtain any necessary approvals from relevant authorities before conducting the survey.

## **2.1 Type of Studies:**

When conducting survey studies for schemes/activities, the agency is expected to use below mentioned different types of surveys, but not limited to these only :-

- Self-administered surveys: These surveys can be distributed in person, via mail, or online, and participants complete the survey on their own.
- Interviewer-administered surveys: These surveys are conducted by trained interviewers who ask questions and record the answers.
- Telephone surveys: These surveys are conducted over the phone and can be either computer-assisted or conducted by live interviewers.
- Small Sample departmental survey: A small sample departmental survey is a research method that involves collecting data from a subset of a larger population, usually within a specific department or organization.
- Instant Surveys: Polls are usually designed to represent the opinions of a group by conducting a series of questions and then extrapolating generalities in ratio or within confidence intervals.
- Subject wise specific to digital government: A small sample departmental survey for the digital government sector could include specific subjects
- Digital Services: To gather information on the availability and quality of digital services offered to citizens, such as online government services, e-governance portals, and mobile applications.
- Online surveys: These surveys are conducted through the internet, usually using web-based survey software.
- Mixed-mode surveys: These surveys use a combination of methods, such as mailing a survey with a follow-up phone call or online survey
- Focus Group Surveys: These Surveys are conducted by gathering a group of people to discuss and give feedback on a particular product or service

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- **Observation Surveys:** These Surveys are conducted by observing people in their natural settings.
  - **Experimental Surveys:** These Surveys are conducted by manipulating one or more independent variables to see the effect on the dependent variable.

This is a representative list and the underlying methodologies may vary depending upon the particular use case in consideration.

These surveys could be in following domains including others which may be needed at the time of survey study:-

- **Digital Infrastructure:** To assess the availability and quality of digital infrastructure, such as internet connectivity, data centers, and cloud computing services.
- **Cyber security:** To gather information on the department's cyber security measures and the effectiveness of these measures in protecting citizen's personal information.
- **Digital Literacy and Inclusion:** To assess the department's efforts to promote digital literacy and inclusion, such as training programs and initiatives to bridge the digital divide.
- **Staff Training and Development:** To gather information on the department's staff training and development programs, as well as their effectiveness in preparing staff for the digital government sector.
- **Digital Transformation:** To gather information on the department's efforts to implement digital transformation, such as the use of data analytics and automation.

### 3. Eligibility Criteria for Submission of RFE Proposal

Sr.	Eligibility Criteria	Supporting Proof/Documents required
3.1	Agency (consulting, research institution, policy research institution, academic institution, registered societies, market research agency etc) should have been operating in India for a period of at least 10 years on the date of the proposal submission with registered/fully operational office in Delhi/NCR and to be 100% Indian owned.	Copy of registration certificate indicating date and incorporation status & address (if applicable) Along with MoA (Memorandum of Association)/AoA (Article of Association)–if any.
3.2	Agency should be registered with the GST & carry a valid PAN from the Income Tax Department, Government of India	Copy of PAN & GST; document citing exemption, if any
3.4	The firm should have at least 10 years' experience in conducting surveys	Copy of work order for surveys clearly stating work orders from last 10 Years.
3.5	Agency should have completed at least 5 survey studies in last 3 years which can be part of a project or an independent project (preferably ICT/e-Governance/IT) in India each with a sample size of more than 10000.	<ul style="list-style-type: none"> <li>• Copy of Work Order/Contract Document indicating scope of work, deliverables, cost, timelines</li> <li>• Completion Certificate from Client indicating timelines</li> </ul>
3.6	Out of the minimum 5 survey studies in last 3 years, at least two should have been executed in not less than 5 states or four states and 2 UTs.	Copy of Work Order/Contract Document indicating the location and state of study.
3.7	Agency should have average annual turnover of at least INR 2.00Crores or more during last three financial years (2021-22, 2020-21, 2019-20).	<ul style="list-style-type: none"> <li>• Copy of annual report/balance-sheet/ Profit &amp; Loss Statement /financial statement.</li> <li>• A certificate from the Chartered Accountant on turnover in these years, in original</li> </ul>

<b>3.8</b>	Agency should not be blacklisted/debarred/suspended/banned by any Ministry/Department of State or Central Government/PSU on the last date of submission of proposal to this RFE.	Declaration by the Head of Agency on letter head
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## **4. Scope of Work**

This section defines the scope of work for the empanelled agencies expected to conduct the survey study for various schemes, programs and initiatives for ministries and departments.

The selected empanelled vendors will be conducting a detailed survey study on various schemes, programs and initiatives. The survey could be in the form of Insta poll, small sample dataset survey or detailed subject wise surveys.

The successful bidder will be required to customize the tools (questionnaires, FGD guideline, software development on mobile, etc.) for study, pre-testing of the tools and incorporate changes if required, to modify questionnaire, Focused Group Discussion (FGDs) guideline, depth interview schedules when needed, to conduct training of data collectors/surveyors, to carry out survey and share monthly/weekly/periodical progress report, to analyze results and prepare draft and final report as required for a particular survey. The successful bidder should also have the capacity to conduct IN person interviews of the target audience, nationwide, local and state wise surveys depending on the requirement.

### **4.1 Developing the survey questionnaire**

This involves creating a list of questions that will be asked to participants, and determining the format of the survey (e.g. self-administered, interviewer-administered, online, etc.)

- **Sampling**

This involves selecting a representative sample of participants from the population of interest.

- **Data Collection**

This involves distributing the survey and collecting responses from participants.

- **Data Cleaning**

This involves reviewing the data for errors or inconsistencies, and suggesting any necessary corrections or adjustments.

- **Data Analysis**

This involves using statistical techniques to analyze the data and draw conclusions.

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- **Reporting**

This involves summarizing the findings and conclusions of the survey in a report, which may include tables, charts, and written explanations.

- **Conclusions and Recommendations**

This involves putting the findings into recommendations for further studies.

## **5. Deliverables**

The Survey study should result in the following indicative deliverables. Actual deliverables will be defined in the RFQ document.

- Approach document on research design
- Report format(Chapter and analysis/tabulation plan etc)
- Study Data(SPSS, Excel format)
- Draft report (in English)
- Print ready copies of the approved reports (Hindi and English for all reports; state language in case the project is non Mission Mode Project i.e. State Project)

## **6. Earnest Money Deposit (EMD)**

The applicant is required to submit EMD of Rs 2.0 lakh (Rupees Two Lakh Only) in the form Demand Draft (DD) in favour of “Digital India Corporation-NEGD”.

EMD is to be submitted separately and should be received before the last date of submitting response to the RFE. Application without EMD will be rejected. EMD shall be returned to unsuccessful applicant after empanelment process is over except for the empanelled agency(ies).

## **7. Timeline**

The empanelment of agencies will be valid for three years, extendable by another two years based on performance (timely completion of project & quality of work etc).

Deliverables of survey studies for specific projects are to be submitted with respect to the work order or as decided.

## **8. Geographical Coverage of the Projects**

All India or Specific States.

The geographical coverage may vary from project-to-project basis.

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## **9. Stakeholders/Target Groups**

The survey study projects may cover all type of stakeholders involved in the implementation various projects and target beneficiaries of the projects. These would include:

- Beneficiaries of the projects including but not limited to citizens, elected representatives, people engaged in businesses, government employees etc. However, target stakeholders may vary from project to project.
- Government: officials of project owner Department/ Ministry, State Governments, parastatal organizations, urban/ rural local bodies, district administration, district planning committee etc.

## **10. RFE Proposal Preparation Costs & Related Issues**

The Applicant is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NeGD to facilitate the evaluation process. NeGD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFE process.

This RFE does not commit NeGD to award any contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFE.

All materials submitted by the Applicants will become the property of NeGD and/or the ministry/department for which a survey study gets executed and maybe returned completely at its sole discretion.

## **11. Queries**

Any enquiry/clarification from the prospective Applicants, related to this RFE, must be directed in writing via email exclusively to the contact person notified in this RFE document in the format given below:

S. No.	Page	Section	Sub-Section	Clause of the RFE on which Clarification Required	Clarification Required

All queries to be raised at the RFE stage will relate to the RFE alone and no queries related to detailed analysis of scope of work, payment terms and mode of selection will be entertained. These issues will be amply clarified at the RFQ stage only.

Clarification will be notified on the Central Public Procurement Portal website [www.eprocure.gov.in](http://www.eprocure.gov.in)

## **12. Responses to Queries and Issue of Corrigendum**

After publication of this RFE, the Nodal Officer, NeGD will begin accepting written queries from the applicants. The Nodal Officer notified by the NeGD will endeavor to provide timely response to all queries. The responses to the queries from all Applicants will be posted online on [www.eprocure.gov.in](http://www.eprocure.gov.in) only.

At any time prior to the last date for receipt of RFE, NeGD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFE Document by a Corrigendum. The Corrigendum (if any) & clarifications to the queries from all applicants will be posted online at the [www.eprocure.gov.in](http://www.eprocure.gov.in) only. Any such corrigendum shall be deemed to be incorporated into this RFE. The RFE would be accepted only in last modified RFE format.

In order to provide prospective applicants reasonable time for taking the corrigendum into account, NeGD may, at its discretion, extend the last date for the receipt of RFE Proposals.

## **13. Submission /Completeness of Response**

Applicants are advised to study all instructions, forms, requirements and other information in the RFE documents carefully.

The response to this RFE should be full and complete in all respects. Failure to furnish all information required by the RFE documents or submission of a proposal not substantially responsive to this document will be at the Applicant's risk and may

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result in rejection of its Proposal.

The application shall be submitted on the Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)).

The proposal should include:

### **13.1 (Eligibility Documents)**

- Cover Letter **(ref Annexure 1)**
- EMD of Rs 2.00 lakh: The scanned copy of the EMD should be uploaded as a PDF file on the Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in))
- Compliance sheet **(refAnnexure2)** indicating page references

All required documents with page number in clear legible scanned format to be uploaded on the Central Public Procurement Portal website ([www.eprocure.gov.in](http://www.eprocure.gov.in)).

### **13.2 (Technical Proposal)**

- Technical Proposal **(ref annexure 3)**

The technical proposal should be uploaded in zipped folder on the Central Public Procurement Portal.

Applicants shall submit all the required documents as mentioned in the RFE including various Annexures. It should be ensured that various formats mentioned in this RFE should be adhered to and no changes in the format will be accepted although any additional information may also be added if required.

The document must contain the list of contents with page numbers and shall be initialed by the Authorized Representative of the Applicant on each page.

RFE document submitted by the Applicant should be concise and contain only relevant information as required.

## **14. Venue and Deadline for Submission**

Proposals must be received at the Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) before the scheduled time of **03rd March 05:00 PM**. Beyond

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this no proposal will be accepted by NeGD.

NeGD shall not be responsible for any postal delay or non-receipt/ non-delivery of the RFE proposal. No further correspondence on the subject will be entertained.

NeGD reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

## **15. Shortlisting and Evaluation Process**

NeGD will constitute an Evaluation Committee to evaluate the RFE Proposals.

The NeGD shall shortlist agencies based on the proposal documents, presentation on RFE Proposal made to the Evaluation Committee.

Any attempt by applicant to influence the RFE process may result in the rejection of its Proposal.

The NeGD shall evaluate the responsiveness to the RFE to determine whether the documents have been properly signed, eligibility criteria fulfilled, all relevant papers submitted and whether the response to RFE is generally in order. The NeGD can seek additional information from the Applicants, if needed. The response to the RFE not conforming to requirements will be rejected.

The agencies fulfilling the eligibility criteria will be considered for technical proposal evaluation and, will be called for technical presentation.

The shortlisting of agencies for empanelment will be based on the evaluation of technical proposal and presentation.

The decision of the NeGD in the evaluation of responses to the RFE shall be final. No correspondence will be entertained outside the evaluation process.

The NeGD reserves the right to reject any or all proposal.

Applicants securing score of 70 or more out of 100 would be ranked on the basis of merit and will be shortlisted for empanelment. Evaluation score will be assigned to the proposals based on the following criteria:

<b>S.No</b>	<b>Particulars</b>	<b>Score for evaluation</b>
<b>1</b>	<b>Agency strength</b>	<b>Max 35</b>
	<ul style="list-style-type: none"> <li>• Experience of having conducted Surveys in 5 States and UTs <b>Max 10 Marks</b></li> </ul>	<ul style="list-style-type: none"> <li>• &lt; 5 States – 0</li> <li>• 0.5 Marks for every additional State – Max 10 Marks</li> </ul>
	<p>Bidder should have minimum average annual turnover of Indian Rupees (INR) 2,00,00,000/- (two crore) from survey related business during the last three financial years (FY 2018-19, 2019-20 &amp; 2020-21)</p> <ul style="list-style-type: none"> <li>• Copy of Audited Profit &amp; Loss Statement and Balance sheet <b>Max 5 Marks</b></li> </ul>	<ul style="list-style-type: none"> <li>• Turnover INR 2 Crore to 3 Crore = 2 marks</li> <li>• 3 Crore to 4 Crore = 3 marks</li> <li>• 4 Crore to 5 Crore = 4 Marks</li> <li>• &gt;5 Crore = 5 marks</li> </ul>
	<ul style="list-style-type: none"> <li>• The agency should have conducted a minimum of five (05) survey projects at PAN India level out of which one should be with central government in the last three years. The sample size of such surveys should not be less than 10,000 respondents for each project. Project work order/ project completion certificate <b>Max 20 Marks</b></li> </ul>	<ul style="list-style-type: none"> <li>• Minimum of five (05) survey projects at PAN India level out of which one should be with central government in the last three years with sample size of 10,000 to 20,000 respondents for each project = 10 Marks</li> <li>• Minimum of five (05) survey projects at PAN India level out of which one should be with central government in the last three years with sample size of 20,000 to 30,000 respondents for each project = 15 Marks</li> <li>• Minimum of five (05) survey projects at PAN India level out of which one should be with central government in the last three years with sample size of more than 30,000 respondents for each project = 20 Marks</li> </ul>
<b>2</b>	<b>Projects completed by the agency up to 5 Projects (5marks*5projects)</b>	<b>Max 25</b>
	<ul style="list-style-type: none"> <li>• Managed projects with sample size more than 10000</li> </ul>	1
	<ul style="list-style-type: none"> <li>• Managed data collection by using online methods</li> </ul>	1

	<ul style="list-style-type: none"> <li>•Collected both qualitative and quantitative data</li> </ul>	1
	<ul style="list-style-type: none"> <li>•Projects managed by deploying more than 3 core team members in a project</li> </ul>	1
	<ul style="list-style-type: none"> <li>•Program study undertaken successfully in more than 2 states</li> </ul>	1
3	Section-C(Technical Presentation)	<b>Max 40</b>
	<p>Technical Presentation</p> <p><b>Max 40 Marks</b></p>	<p>Proposed solution, adherence to standards, approach and methodology, work plan, resource deployment plan, understanding and ability to meet timelines to address the scope of work as presented in the RFP (20 marks)</p> <p>Availability of requisite infrastructure and qualified personnel (20 marks)</p> <ul style="list-style-type: none"> <li>• Evaluation would be based on the Bidder's approach, quality of presentation and continuous monitoring.</li> <li>• The presentation to be made by the proposed Project Manager.</li> <li>• The bidders are required to submit presentation one day before the schedule of the presentation.</li> </ul>
Total		<b>Max 100</b>

The NeGD may ask for additional presentation/meetings with the applicants to evaluate its suitability for the empanelment.



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## **16. Notification on Shortlisting for Empanelment**

NeGD shall notify by email/post to Applicant(s)/agency(ies) shortlisted for empanelment and the same information will be publicized over the Central Public Procurement Portal.

Agencies shortlisted for empanelment will be required to sign an agreement with NeGD, accepting the terms & conditions laid down by NeGD (as given in Annexure 4). After signing of the agreement, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

The empanelment will be valid till 3 years from the date of accepting the terms and conditions (as given in Annexure 4) by the empanelled agency(ies). NeGD reserves the right to extend the same up till 2 additional years based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. NeGD shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.

If the empanelled agency do not participate in the RFQ repetitively (three times consecutively or 5 times in total), the NeGD may be free to de-empanel the agency.

Only empanelled agencies will be eligible to participate in Request for Quotation (RFQ) process for specific award of work for any project.

It may kindly be noted that this RFE i.e. empanelment of agency(ies) does not offer/guarantee any award of work. For specific award of work for a project, a competitive bidding/RFQ will be sought where agency will be selected based on QCBS/transparent selection process. The details in this regard will be provided at the later stage.

## **17. RFE Submission forms**

The entire proposal shall be strictly as per the format specified in this Request for Empanelment duly incorporating all corrigendum, if any issued w.r.to this RFE and any deviation may result in the rejection of the RFE proposal. The applicants are expected to respond to the RFE using the forms/annexure given in this document. The RFE Proposal shall comprise of following forms:

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- **Annexure1:** Covering Letter (on Letterhead of the Applicant).
  - **Annexure2:** Compliance Sheet.
  - **Annexure3:** Technical Proposal.
  - **Annexure 4:** Terms and Conditions of Agreement with empanelled agency.

## **18. Payment terms and Conditions**

It is proposed to enter into a deliverables based payment with the Agency(ies) selected after the completion of RFQ process. However, the details regarding the same will be provided at the RFQ stage. The RFQ shall be issued to the agency(ies) empanelled under this RFE.

## **19. Clarifications and amendments**

### **19.1 Amendments in RFE Document**

At any time prior to deadline for submission of proposal, NeGD may for any reason, modify the RFE Document. The prospective Applicants having received the RFE Document shall be notified of the amendments through website ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and such amendments shall be binding on them.

### **19.2 Disqualifications**

NeGD may terminate the RFE process at any time and without assigning any reason. NeGD makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFE does not constitute any offer by NeGD. The applicant's participation in this process may result in short listing the agency(ies). NeGD may at its sole discretion and at any time during the evaluation of Proposal, disqualify any agency, if the agency has:

- Submitted the proposal documents after the response deadline;
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility/technical requirements;
- Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three years;
- Submitted a proposal that is not accompanied by required documentation or is non-responsive;

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- Failed to provide clarifications related thereto, when sought;
  - Submitted more than one Proposal;
  - Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted.

### **19.3 Pre Proposal Queries**

The prospective Applicant, requiring any clarification on RFE Document may notify the same in the form of written query to the NeGD by email/post within specified timeline. NeGD response as well as the clarifications sought as deemed fit (including an explanation of the query but without identifying the source of inquiry) will be uploaded to the Central Public Procurement Portal website ([www.eprocure.gov.in](http://www.eprocure.gov.in)) only for all the prospective applicants.

### **19.4 Preparation of Proposal**

The Agency/Applicant shall comply with the following related information during preparation of the Proposal-

The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats.

In addition to the identification, the covering letter shall indicate the name and address of the agency to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.

Proposals received by facsimile/fax/email/post shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposals shall be taken as valid. Scanned documents with the proposal should be clear and in legible format.

Agencies are not permitted to modify, substitute, or withdraw proposal after its submission however, agency may submit revised proposal before last date of submission.

### **19.5 Submission, Receipts and Opening of Proposals**

EMD must be enclosed in sealed envelope as per instructions. During the course of evaluation of Proposal, as well as during the period of contract, the NeGD has the right to carry out a due diligence in a fashion relevant to understand the facts.

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### **19.6 Deadline for submission of Proposals**

Proposals from Applicants, complete in all respects must be received by NeGD at the address and date specified by NeGD in the RFE Document.

## **20. General Conditions of Contract (GCC)**

### **20.1 Application**

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFE Document or Contract Agreement, the interpretation of the NeGD shall be final and binding on the Agencies.

### **20.2 Right to Accept Proposal**

NeGD reserves the right to accept or reject any or all Proposal, and to annul the proposal process and reject all proposals at any time prior to final empanelment, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant(s) of the grounds for such decision.

### **20.3 Conflict of Interest**

NeGD requires that Agencies provide professional, objective, and impartial advice and at all times hold the NeGD's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

### **20.4 Confidentiality**

Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any agency or any other persons not officially concerned with such process until the selection process is over. The undue use by any agency of

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confidential information related to the process may result in rejection of its Proposal. Except with the prior written consent of the NeGD, the Agencies and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract. Confidentiality shall also be exercised with the surveys conducted during the course of the contract. Non Disclosure Agreement shall be binding on the agency as well as the resources engaged in executing the assigned task.

## **20.5 Fraud & Corruption**

The empanelled agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NeGD's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. NeGD requires that Agencies selected through this RFE Document must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, NeGD:

## **20.6 Defines, for the purposes of this provision, the terms set forth as follows:**

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of NeGD or any personnel of Agencies in contract executions.
- “Fraudulent practice” means erroneous presentation of facts, in order to influence a procurement process or the execution of a contract, to NeGD, and includes collusive practice among agencies (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive NeGD of the benefits of free and open competition;
- “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was given by the NeGD.
- “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

Will reject a proposal for award/empanelment, if it determines that the agency recommended for award, has been determined by NeGD to having been engaged in corrupt, fraudulent, unfair trade practices or coercive practice.

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NeGD will de-empanel the agency, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive and the EMD and any other deposit may be forfeited.

Will declare a firm ineligible, either indefinitely or for a stated period of time, forwarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

### **20.7 Relationship between the Parties**

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “NeGD” and “the applicant”. No partnership shall be constituted between NeGD and the applicant by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.

### **20.8 Standards of Performance**

The Agencies shall perform the services and carry out their obligations under the Contract/agreement with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agencies shall always act in respect of any matter relating to this contract as faithful advisor to NeGD. The Agencies shall always support and safeguard the legitimate interests of NeGD in any dealings with the third party. The Consultant/Agencies shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Agencies shall conform to the standards laid down in RFE Document in totality.

### **20.9 Agencies Personnel**

The Agencies shall employ and provide qualified and experienced personnel as may be required to perform the services under the project assigned (through RFQ process) by NeGD and who have adequate experience in the domain related to the project. It is desirable that for domain-related projects, the Agency(ies) must deploy the services of

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Domain Specialists, on a case to case basis, to work on the Project effectively.

It is desirable that all the professionals indicated in the team composition be available and work effectively till the completion of the project. Any change in the team composition must be intimated in writing (only post & e-mail) to NeGD /Project Head and consent of the NeGD should be taken for the same.

In case of any change in the team composition (due to any reason, internal or resignation by any member or leave etc) the agency will be responsible in replacing/hiring/deploying another professional with a similar profile & experience submitted with the proposal in consultation with NeGD after taking NeGD approval. If NeGD/Project Owner feels that manpower provided by the agency is not upto the mark, Agency will be liable to change the manpower with derived skill personals.

NeGD may enquire from the employers mentioned in the CV of professionals about their profile to validate the information.

The agency may face legal action if:

- Any wrong/false information is found about the professional(s)
- Any professional is found to be unavailable during the project duration

### **20.10 Applicable Law**

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

### **20.11 Intellectual Property Rights**

No services covered under the Contract shall be sold or disposed by the Agency(ies) in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agency(ies) shall indemnify the NeGD & related Project Owner from allocations, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agency(ies), NeGD shall be defended in the case of any proceedings which may be brought in that connection.

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The copyright of all content created under this contract shall be owned by NeGD and the agencies will not utilise this anywhere else and/or for any other work/organization without the explicit written permission of NeGD.

The survey studies (work to be awarded through competitive RFQ process from empanelled agency/ies only), collected data in both raw as well as processed format, data analysis, reports, case studies and any other intellectual property/deliverable prepared and submitted by the Agency/ies in relation to the Project shall be and remain the property of the Ministry of Electronics and Information Technology (NeGD), and NeGD shall be the sole owner of all intellectual property rights in such deliverables. The agency(ies) shall deliver all the data/documents/deliverables to NeGD, together with a detailed inventory thereof, prior to termination or expiration of the project. The Agency(ies) shall not use these documents for any purpose other than related to the project without the prior written approval from NeGD.

If the agency do not participate in RFQ on continuous basis (three times consecutively or 5 times in a year), the agency may be de-empanelled.

### **20.12 Governing Language**

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

### **20.13 Termination**

NeGD reserves the right to withdraw/terminate empanelment in any of following circumstances: -

- Applicant becomes insolvent, bankrupt; resolution is passed for the winding up of the applicant's organization
- Information provided to NeGD is found to be incorrect
- Empanelment conditions are not met within the specified time period
- Misleading claims about the empanelment status are made



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- Clear evidence is received that there is breach of copyright.
  - Not participate in RFQs (as mentioned earlier).
  - No consequential damages shall be payable to the Agencies in the event of such termination.
  - If the agency does not execute the contract/agreement as per the terms and conditions of the tender then the NeGD may invoke any or all of the clauses
    - Forfeit the Performance Guarantee Amount
    - Terminate the Contract/agreement/empanelment

#### **20.14 Force Majeure**

Notwithstanding anything contained in the RFE Document, the Agencies shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause “Force Majeure” means an event beyond the control of the Agencies and not involving the Agency’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the NeGD, regarding Force Majeure shall be final and binding on the Agencies.

If a Force Majeure situation arises, the Agencies shall promptly notify to the NeGD in writing, of such conditions and the cause thereof. Unless otherwise directed by the NeGD in writing, the Agencies shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **20.15 Resolution of Disputes**

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract/agreement.

#### **20.16 Amicable Settlement**

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition

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of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause “**Resolution of Disputes**” of GCC shall become applicable.

### **20.17 Resolution of Disputes**

In the case dispute arising between the NeGD and the Agencies, which has not been settled amicably, the Agencies can request the NeGD to refer the dispute for Arbitration under Arbitration Act, 1996. Such disputes shall be referred to Arbitral Tribunal. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-actment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings will be held in India at Delhi and the language of the arbitration proceeding and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the NeGD and the Agencies. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

### **20.18 Legal Jurisdiction**

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

### **20.19 Notice**

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative

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of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

Other

The agencies may be required to work with or work for line Ministries/Departments of Central/ state government or any other agency assigned by NeGD as and when required.

NeGD may assign the additional work/similar nature of work to the agency at the selected financial quote.

In case, when the time period is too short to get the concept notes/ technical proposals/ presentations prepared from all the empanelled agencies or any other exigencies, the job may be entrusted to any of the empanelled agencies or any other agency which NeGD deems fit to meet the deadline.

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**Annexure 1: Covering Letter (on Letterhead of the Agency)**

<<Location, Date>>

To,  
Shri Prashant Kumar Mittal  
Director (infra and e-services)  
National e-Governance Division  
Electronics Niketan, 4<sup>th</sup> Floor,  
6 CGO Complex  
New Delhi 110003

Dear Sir,

We, the undersigned, offer to provide the services for conducting insta polls and other survey based study for projects of electronic government under the ambit of NeGD. Our correspondence details with regard to this RFE are:

<b>No.</b>	<b>Information</b>	<b>Details</b>
<b>1</b>	Name, designation, address of the person to whom, All references shall be made, regarding this <b>RFE/NEGD/DIRP/2023/1</b>	<InsertdetailsofContact >
<b>2</b>	Telephone number of the Contact Person.	<InsertPhoneNo.>
<b>3</b>	Mobile number of the Contact Person	<InsertMobileNo. >
<b>4</b>	Fax number of the Contact Person	<InsertFaxNo.>
<b>5</b>	e-Mail ID of the Contact Person	<InsertEmail.>
<b>6</b>	URL of Organization/Agency website	<InsertWebsiteURL. >

We are hereby submitting our Proposal for RFE in the prescribed format. We understand you are not bound to accept any Proposal you receive.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the shortlisting process or unduly favours our company in the shortlisting process, we are liable to be dismissed from the RFE selection process or termination of the contract during the project.

We agree to abide by the conditions set forth in this RFE.

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

Sincerely,

<Authorized Signatory>  
<Full Name & Designation>  
<Agency's seal>

**Annexure2: Compliance Sheet for Eligibility Criteria**

<b>S. No.</b>	<b>Items</b>	<b>Documents Required</b>	<b>Reference Page No.</b>
1.	Attachment1 <b>(Eligibility Document)</b>		
2.	Attachment2 <b>(Technical Proposal)</b>		
1.	Cover letter	<ul style="list-style-type: none"> <li>• On agency's letterhead</li> </ul>	
2.	EMD of Rs 2.00 lakh	<ul style="list-style-type: none"> <li>• In form of DD in favour of Digital India Corporation-NEGD</li> </ul>	
3.	Category of Agency & Duration of establishment/operation	<ul style="list-style-type: none"> <li>• Copy of registration certificate indicating date and incorporation status &amp; address</li> <li>• Along with MoA (Memorandum of Association)/AoA (Article Of Association)-if any</li> </ul>	
4.	Address Proof for registered/operational office in NCR	<ul style="list-style-type: none"> <li>• Copy of registration certificate indicating address/latest electricity or phone billing name of agency/Declaration by the Head of Agency on letterhead</li> </ul>	
5.	PAN & GST Registration	<ul style="list-style-type: none"> <li>• Documents issued from the Income Tax Department, Government of India</li> </ul>	
6.	Financial turnover	<ul style="list-style-type: none"> <li>• Copy of annual report/balance-sheet/Profit &amp; Loss Statement/financial statement</li> <li>• A certificate from the Chartered Accountant on turnover in these years, in Original</li> </ul>	

7.	A self declaration stating that agency has not been blacklisted/debarred/suspended by any Central/State Government/PSU	<ul style="list-style-type: none"> <li>• Declaration by the Head of Agency on letterhead</li> </ul>	
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<b>S.No</b>	<b>Items</b>	<b>Documents Required</b>	<b>Reference Page No.</b>
8.	Projects handled by the agency	<ul style="list-style-type: none"> <li>• Copy of Work Order/Contract Document indicating scope of work, deliverables, cost, timelines</li> <li>• Completion Certificate From Client indicating timelines</li> </ul>	
9.	Duly signed copy of RFE document	<ul style="list-style-type: none"> <li>• Duly signed copy of RFE document and</li> <li>• Proof of Authorized Signatory by Competent Authority in Organization</li> </ul>	
1.	Technical Proposal	<ul style="list-style-type: none"> <li>• Soft copy of the Technical Proposal with authorized signatory &amp; agency's seal</li> </ul>	

<Authorized Signatory>  
 <Full Name & Designation>  
 <Agency's seal>  
 <Date & Place>

### Annexure3: Format for Technical Proposal

#### Section A

Sr.	Information Sought	Details to be Furnished
1.	Name of the Agency	
2.	Registered address of Agency	
3.	Head of Agency:(Name, Designation, E-Mail ID, Phone No. Fax No. Mobile No.)	
4.	GST & PAN no.	
5.	Address of Head Office	
6.	No. of Regional Offices (Other than Head Office)	No.
7.	Complete Address of regional office(s)with contact details (Phone, Fax, e-mail etc)	1. 2. N. (Please provide copy of address proof of each office-Latest Phone/Electricity Bill or Declaration by Head of Agency)
8.	Financial turnover (inINR)	<ul style="list-style-type: none"> <li>• 2021-22:</li> <li>• 2020-21:</li> <li>• 2019-20:</li> </ul>
9.	Total no. of employees (with <u>Post Graduation &amp; above Degree only</u> <b>and</b> <u>having at least 8 years of professional work experience in Survey design and report writing analysis and sampling design, field operations &amp; data collection</u> )	Numbers.

<b>10</b>	No. of projects completed- evaluation/assessment/ benchmarking/leading practices studies which can be part of a project or an independent project in India in past 10 years. Consulting projects(ICT/e-Governance only) if it includes Surveys, insta polls, data collection component conducted in past 10 years	Number:  Proof to be submitted for each project: <ul style="list-style-type: none"> <li>• Copy of Work Order/Contract document indicating scope of work, deliverables, cost, timelines.</li> <li>• Completion Certificate from Client indicating timelines.</li> </ul>
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**Section B**

Provide details of projects (Up to 5 best projects only) completed by the agency() in the format below:

	<b>Details required</b>	<b>Project -1</b>		<b>Project-2</b>		<b>Project-3</b>		<b>Project-4</b>		<b>Project-5</b>	
		<b>Ref page no. of Proof submitted</b>		<b>Ref page no. of proof submitted</b>		<b>Ref page no. of Proof submitted</b>		<b>Ref page no. of proof submitted</b>		<b>Ref page no. of proof submitted</b>	
		Yes/No	Score	Yes/No	Score	Yes/No	Score	Yes/No	Score	Yes/No	Score
<b>A</b>	Managed projects with sample size more than 10000										
<b>B</b>	Managed data collection by using online methods										
<b>C</b>	Collected both qualitative and quantitative data										
<b>D</b>	Projects managed deploying more than 3 core team Members in a project										
<b>E</b>	Project is related to international best practices/benchmarking for Indian Government Clients										



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## **Section C**

(Technical Presentation)

This shall include the following details.

- Details on expertise on survey studies and the underlying key areas and organizational experience in the area of survey studies of e-Governance/ICT projects to maximum of two A4 pages.
- Mention deliverables on monthly basis. The agency shall propose/justify the activities, content and duration, and interrelations, resource planning to be deployed and delivery dates consistent with the scope of work/deliverables, showing understanding of the RFE. It may kindly be noted that the timeline for completing the activities would be 6 months maximum. Some activities may have a shorter closure too.
- If the survey results have been used by a National/International media or publishing firm then, mention the same.

<Date & Place>

<Full Name & Designation>

<Agency's seal>

<Authorized Signatory>

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#### **Annexure4: Terms and Conditions of Agreement with empanelled agency**

1. The empanelment shall be valid till 3 years from the date of empanelment agreement. NeGD reserves the right to extend the same for another two year based on periodic reviews to assess the performance during the specified duration of empanelment on the same terms & conditions.
  2. The servicing team of the agency must be available to NeGD Headquarter, New Delhi as and when required by NeGD.
  3. The agency may be required to work with or work for line ministries/departments of Central/state government or any agency assigned by NeGD.
  4. NeGD will sign an empanelment agreement separately with the agencies. After signing of the agreement, no variation or modification of the terms of the agreement shall be made except by written amendment signed by both the parties.
  5. A separate work order will be given to the selected agency for each survey study project based on RFQ evaluation process at later stage. The selected agency shall not assign the any of the project work to any other agency, in whole or in part, to perform its obligation under the project agreement.
  6. In case of delay in execution of the assigned work by the agency, NeGD may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 20%) may be imposed by NeGD. If the delay is beyond 4 weeks then NeGD may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. NeGD may debar and blacklist the Agencies for applying in its future empanelment/RFQ process also.
  7. If any of the services performed by the Agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent ( such as inadequate interaction with NeGD/stakeholders), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the Agencies and NeGD decides to abort the contract/agreement because of such failure, then a sum up to 50% of the value of the contract shall be recovered from the Agencies. This shall be without prejudice to other remedies available under law and this agreement with NeGD.
  8. An EMD amounting to Rs 2.00 lakh (Rupees Two Lakh Only) shall be retained by the NeGD for the empanelment duration. No interest will be payable to the agency on the amount of EMD. The EMD will be returned to unsuccessful applicants after completion of empanelment process. The EMD may be forfeited:
    - (a) If an applicant withdraws his proposal or cancels agreement of empanelment
    - (b) In case successful applicant fails to sign the agreement for any reason not attributable to NeGD
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- (c) During the process, If an applicant indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of evaluation/finalization
  - (d) If any information is found to be wrong/manipulated/hidden in the proposal information
  - (e) The decision of NeGD regarding forfeiture of the EMD amount and rejection of proposal shall be final and binding to the applicant
  - (f) If the agency do not participate in RFQ Process on continuous basis (3 times consecutively or 4 times in a year).
9. Performance Bank Guarantee(for specific award of work through RFQ Process)
- (a) The successful/empanelled agencies, at its own expense, shall deposit with NeGD, within a week of signing of a contract for any assigned work, an unconditional and irrevocable Performance Bank Guarantee (PBG) of equivalent to 10% or the prevailing advised rates of total work award value from a nationalized bank with lien marked to Digital India Corporation - NeGD, New Delhi.
  - (b) If any advance payment is made to the agency for the assigned work, the agency shall deposit an additional unconditional and irrevocable Performance Bank Guarantee (PBG) equivalent to the advance payment from a nationalized bank with lien marked to Digital India Corporation-NEGD, New Delhi.
  - (c) The PBG will be payable on demand, for the due performance and fulfillment of the agreement and be valid beyond three months from the expiry of the duration of any assigned work
10. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “NeGD” and “the applicant”. No partnership shall be constituted between NeGD and the applicant by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.
11. The empanelled agency is expected to maintain high level of professional ethics and willnot act in any manner, which is detrimental to NeGD’s interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
12. NeGD will de-empanel the empanelment, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:
- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NeGD or any personnel in contract executions.
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- (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to NeGD, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non competitive levels and to deprive NeGD of the benefits of free and open competition.
  - (c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
  - (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
  - (e) "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the NeGD, designed to establish prices at artificial, non-competitive levels; NeGD will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for the contract in question.
13. Applicable Law would mean the laws and any other instruments having the force of law in India as they may be issued and enforced from time to time.
  14. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.
  15. The assessment material used by the agencies shall be in accordance with the guidelines laid down by NeGD from time to time.
  16. The applicants will indemnify NeGD against any misuse of Brand Name and Logo. For any misuse of Brand name and logo, the applicant themselves will be held responsible. NeGD will take necessary legal actions for such cases.
  17. NeGD will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.
  18. Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one month advance notice in writing to the other party.
  19. NeGD reserves the right to withdraw/terminate empanelment in any of following circumstances:
    - (a) Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
    - (b) Information provided to NeGD is found to be incorrect;
    - (c) Empanelment conditions are not met within the specified time period;
    - (d) Misleading claims about the empanelment status are made;
    - (e) Clear evidence is received that there is breach of copyright;
    - (f) Not participating in RFQ Process (3 times consecutively or 4 times in a
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year).

20. If the agency does not execute the contract/agreement to the satisfaction of the NeGD then the NeGD may invoke any or all of the following clauses.
  - (a) Forfeit the EMD and Performance Bank Guarantee Amount
  - (b) Terminate the contract/agreement.
21. The rates quoted (at RFQ Stage) shall be in Indian Rupees and shall be inclusive of all taxes, duties except service Tax, as applicable, up to the completion of job. Service Tax will be reimbursed on actual on submission of documentary evidence.
22. All decisions taken by the NeGD regarding empanelment shall be final and binding on all concerned parties.
23. The Agency is responsible for and obliged to conduct all activities as defined in the scope of work in accordance with the Agreement.
24. The Agency is obliged to work closely with the NeGD's staff, act within its own authority and abide by directives issued by the NeGD.
25. The Agency will abide by the job safety measures prevalent in India and will free the NeGD from all demands or responsibilities arising from accidents or loss of life. The Agency will pay all indemnities arising from such incidents and will not hold the NeGD responsible or obligated.
26. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
27. The Agency will treat as confidential all data and information about the NeGD and assigned projects, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the NeGD.
28. NeGD will have right to drop any agency from the empanelled list without assigning any reason whatsoever. NeGD also reserves the right to modify the term and conditions of empanelment.
29. The agency should be able to execute order at short notices and even on holidays.
30. Agency should have resources with proficiency and proof reading facilities in multiple official languages of India.
31. NeGD reserves the right to make necessary modification to the survey documents etc.
32. Agency will be responsible for transportation of material across India, if required by NeGD.
33. The agency will take approval from NeGD/Project Head for any manpower pre-requisite/changes.
34. NeGD also reserves the right to empanel any other agency or employ any agency outside the list of empanelled agencies, if required.