

**National e-Governance Division (NeGD)**  
**Ministry of Electronics and Information Technology**



**Request for Empanelment (RFE) of Merchandise Agencies**  
**For Digital India Program**



**Electronics Niketan,  
4<sup>th</sup> Floor, 6 CGO Complex,  
Lodhi Road, New Delhi 110003**

**National e-Governance Division**  
**Ministry of Electronics and Information Technology**

**1.1 SECTION: I REQUEST FOR EMPANELMENT (RFE) OF AGENCIES for MERCHANDISE FOR DIGITAL INDIA PROGRAM**

1.1.1 The Ministry of Electronics and Information Technology, Government of India has formed the National e-Governance Division (NeGD) as an independent business division within Digital India Corporation, for supporting and assisting the Ministry of Electronics and Information Technology in the Programme Management of Digital India. NeGD supports Ministry of Electronics and Information Technology in the following key tasks: Facilitating implementation of Digital India Projects, Providing technical assistance to Central Ministries/ State Line Departments, Designing and implementation of key e-Gov projects namely RAS, Digital Locker, UMANG, GIS through NCoG and awareness generation for Digital India programme.

1.1.2 NeGD invites RFE from registered business entities for supply of **Merchandise** items for Digital India Program. Apart from regular available items, the agency should be able to design and create new innovative samples of merchandise items. Details on the services to be provided are mentioned in the Scope of Work (SOW) in this document. The agency should have appropriate facilities and skilled workers for supply of various types of merchandise items for distribution in Departments, Ministries and foreign delegates visiting MeitY. Please go through the full document available at [www.negd.gov.in](http://www.negd.gov.in)., [www.meity.gov.in](http://www.meity.gov.in) & <https://eprocure.gov.in>

| S.No | Category    | Nature of work   |
|------|-------------|--|
| 1    | Merchandise | (i) Production of collaterals for Digital India (T-Shirts, Caps, Trophy, Mementos, Souvenirs, Pen drives, Bags (cloth, leather, plastic), lanyard, plastic card, name badges, card holders etc.<br>(ii) The agency should have the facility of screen, digital, heat transfer, block, CAD cut vinyl printing, Debossing/Embossing, printing etc. The items are not limited to this list. |

1.1.3. Agencies will be short listed based on the information provided by them (eligibility criteria, technical evaluation). The short listed agencies will be intimated individually and will be uploaded on the web site: [www.negd.gov.in](http://www.negd.gov.in)., [www.meity.gov.in](http://www.meity.gov.in) & <https://eprocure.gov.in>

1.1.4 Proposal must be submitted at NeGD, New Delhi office in one big sealed envelope which will contain 2 other envelopes marked as “Application for the Empanelment of Merchandise Agency” for Digital India Program. The name and contact details of the firm should be on all the 3 envelopes. The agency will be selected as per the evaluation criteria as The evaluation criteria as explained in this RFE document.

Envelope- 1: EMD, Check list, Declaration and Company Profile, Eligibility criteria.

Envelope- 2: Annexure-V to VI

1.1.5. NeGD reserves the right to reject any or all of the responses to this RFE without assigning any reason. NeGD takes no responsibility for delay, loss or non-receipt of response to RFE.

1.1.6 On the basis of scores given by the selection committee, it is envisaged to engage agencies for the services as per scope of work listed in this RFE. NeGD intends to empanel ten top scoring agencies for merchandise category for two years.

1.1.7 Agencies may contact Director, A&C, NeGD / Dr. Shailendra Saxena, DGM, NeGD, 4<sup>th</sup> Floor, National e-Governance Division (NeGD), Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi-110003, for any clarification on the RFE before 10<sup>th</sup> September 2018 by post or email [vinay@nic.in](mailto:vinay@nic.in), [shailsaxena@digitalindia.gov.in](mailto:shailsaxena@digitalindia.gov.in) or Tel: 30481628

**Important dates:**

| S No. | Activity  | Date            |
|-------|---|-----------------|
| 1     | Date of Publication of RFE                                    | 29.08.18        |
| 2     | submission of written queries (email or post only by 5.00 PM) | 10.09.18        |
| 3     | <b>Pre-Bid Meeting (3.00 PM)</b>                              | <b>11.09.18</b> |
| 4     | Release of responses to clarifications                        | 17.09.18        |
| 5     | <b>Last date for submission of RFE (3.00 PM)</b>              | <b>20.09.18</b> |
| 6     | Date of Shortlisted agencies based on eligibility criteria    | 27.09.18        |
| 7     | Technical presentation  | 03.10.18        |
| 8     | Final List of Selection (Tentative)                           | 10.10.18        |

The sealed envelope should reach by 20<sup>th</sup> September 2018 before 15.00 hours addressed to:

**Director (A&C),  
National e-Governance Division  
4<sup>th</sup> Floor, Electronics Niketan, 6 CGO Complex,  
Lodhi Road, New Delhi 110003**

## **2.1 SECTION II: BACKGROUND**

2.1.1 Approved by the Government of India, Digital India is an ambitious program to ‘transform India into a digital Empowered society and Knowledge economy’, the focus is on being transformative to realize IT (Indian Talent) + IT( Information technology) = IT( India Tomorrow)

2.1.2 The program aims to benefit every section and sector of the country by creating an ecosystem for delivery of user centric and qualitative Digital Services. This program envisages taking together both the Government and the private sector on a fantastic journey of creating Digital India.

2.1.3 It is an Umbrella Program that covers multiple Government Ministries and Departments. It weaves together a large number of ideas and thoughts into a single, comprehensive vision so that each of them is seen as part of a larger goal. Each individual element stands on its own, but is also part of the larger picture. Digital India is to be coordinated by Ministry of Electronics and Information (MeitY) and implemented by the entire Government. One of the key characteristics of Digital India is to have a common branding in order to ensure highest transformative impact. It is the responsibility of MeitY to ensure this common branding for the Digital India Program.

2.1.4 The impact of the Digital India Program will be wide-ranging. For citizens across the country, DIGITAL INDIA will have a transformational impact which will improve the delivery and greater access to information and e-services.

## **3.1 SECTION III: COMMON BRANDING:**

### **3.1.1 Purpose:**

3.1.1.1 Digital India is an umbrella program which involves participation of a large number of stakeholders; therefore it must have a comprehensive Awareness and Communication program. The A&C program envisages delivering the message of Digital India to all stakeholders.

3.1.1.2 In order to expand the visibility of the Digital India brand, services of experience merchandise agencies are sought as per the detailed scope of work defined in this RFE.

### **3.1.2 Target Audience /Stakeholders:**

- Citizens
- Government Departments both at Centre & State
- NGOs & Civil Societies
- Academic Institutions
- Industry Bodies

**3.1.3 Objectives:** In order to establish brand building of Digital India, NeGD intend to empanel agencies with latest technological capabilities for top notch quality production of merchandise items; agencies that are experienced in handling international/national audience or can execute similar nature of work PAN India for different stakeholders, organized and supported by NeGD/MeitY.

### **3.1.4. Scope of Work:**

#### **Category- I: Merchandise Agency:**

3.1.4.1 Create merchandise items for Digital India i.e. Pen, Key ring, T-Shirt, Cap, Trophy, Souvenir, Pen drive, Bags (cloth, leather, jute, plastic etc.), lanyard, plastic card, name badges etc.

3.1.4.2 The agency should be able to duplicate or modify the merchandise items as per the requirement of NeGD. The agency should have one designer in house to design new merchandise items.

3.1.4.3 The agency may suggest and design new merchandise items. The agency should be able to use all materials available in the market.

3.1.4.4 The agency should be able to execute all types of printing on merchandise items i.e. screen, digital, heat transfer, block printing , CAD cut vinyl printing, Debossing/ Embossing, etc or any other related work assigned by NeGD not listed above, but may arise in due course of time to be executed by agency in most professional manner.

### **3.1.5 Duration of Empanelment:**

The duration of empanelment through this RFE shall be for a period of two years. The period may be extended further for a period of one year with due approval of competent authority in case of ongoing projects, good performance delivery and other reasons as deemed fit by NeGD.

### **3.1.6. Earnest Money Deposit (EMD):**

The agency shall furnish an EMD of Rs. 50,000/- (Rs Fifty Thousand only) in form of Demand Draft drawn in favour of Digital India Corporation-NeGD, payable at New Delhi. After the empanelment of agencies the EMD of successful agencies will be converted as Performance Guarantee and will be retained till expiry or tenure of the empanelment. In case of renewal of empanelment the same Performance Guarantee will be used for next year of empanelment. Micro Small and Medium Enterprises (MSME) registered agencies are exempted from EMD. However, in case of selection of MSME registered agency, the agency shall submit a performance Guarantee of Rs. 50,000/-. The EMD shall be refundable to unsuccessful bidders.

### **3.1.7 Disqualification:**

NeGD may at its sole discretion and at any time during the evaluation of application, disqualify any agency, if the agency:

- (i) Submits the application after the response deadline
- (ii) Makes misleading or false representations in the forms, statements, documents and attachments submitted in proof of the eligibility requirements; Exhibits a record of poor performance such as abandoning work assigned, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project years of empanelment.
- (iii) Submits an application that is not accompanied by required documentation or is non-responsive;
- (iv) Fails to provide clarifications related thereto, when sought;
- (v) Submits more than one application on its own;
- (vi) Was declared ineligible/ blacklisted by the Govt. of India/ State/UT Govt. Govt.
- (vii) Is in litigation with Government of India.

### **3.1.8. Deliverables and Timelines**

3.1.8.1 Quality of merchandise items should be of very high standard and copies found defective will be summarily rejected. Successful Bidder must get samples approved from NeGD before mass production and effecting delivery. NeGD/MeitY and its representatives shall have the right to inspect composing, scanning, designing, artwork, editing, layout, processing, printing, etc at any stage and have full right to reject the entire quantity, if not found as per required specifications.

3.1.8.2 Delivery should be strictly time-bound. Bidder is liable to make all amendments/improvements suggested by NeGD/MeitY. Once the sample is finalized, the bidder must deliver the material within the stipulated time (as per the agreement with NeGD) from the approval date of sample or any date modified by NeGD. In case the Bidder fails to deliver the required items within stipulated time mentioned in the work order, liquidated damages as per the terms & conditions will be charged. All defective items shall have to be replaced within stipulated time and default on the same count shall be liable for levy of penalties.

3.1.8.3 NeGD may ask the empanelled agency at any point of time to produce merchandise material at very short notice depending on requirement of work. The client servicing team of the agency must be available to NeGD office, New Delhi as and when required by NeGD.

3.1.8.4 As per the time schedule agreed between the parties for specific projects given to the empanelled agency, the agency shall submit all the deliverables on due date as per the delivery schedule. The agency shall not without the NeGD's prior written consent disclose the contract, drawings, specifications, plan, pattern, samples to any person other than an entity employed by NeGD/MeitY for the performance of the contract. In case of termination of the contract, all the documents used by the agency in the execution of project shall become property of NeGD.

### **3.1.9 Penalties:**

3.1.9.1 In case of delay in execution of the assigned work by the empanelled agency as mentioned in the scope of work, NeGD may impose a penalty of 1% of the work order

value per day, maximum of 10% which may be imposed by NeGD. However, If the delay is beyond 07 days, NeGD may cancel the work order and may forfeit the Performance Guarantee.

3.1.9.2 If any of the services performed by the agencies fail to conform to the specifications of the assigned work order or in the event of failure of the execution of work due to indifferent (such as inadequate interactions with NeGD), negligent (such as quality of deliverables 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 empanelment because of such failure, then a sum up to 50% of the value of the work order shall be recovered from the agencies Performance Guarantee.

### **3.1.10 Change Orders:**

NeGD may at any time, before completion of work under project awarded to empanelled agency, change the work content by increasing/reducing the quantities by 20% as mentioned in the work order for execution of the Project, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the Agency will have to perform the work in the increased/decreased quantity on pro-rata basis within the stipulated time.

### **3.1.11 Right to Terminate the Process:**

National e-Governance Division (NeGD) may terminate the RFE process at any time and without assigning any reason. National e-Governance Division (NeGD) makes no commitments expressed or implied that this process will result in a business transaction with anyone.

### **3.1.12 Instructions to Agencies:**

List of documents to be submitted:

- 1 EMD in the form of Bank Draft
- 2 Check List- Annexure-1
- 3 Covering letter on agency's letter head Annexure-II
- 4 Company Profile- Annexure-III
- 5 Eligibility Criteria with documents- Annexure-IV

- 6 Technical details with documents- Annexure-V
- 7 List of similar work executed in last three years- Annexure- VI
- 8 All documents in pen-drive for purpose of evaluation.
- 9 Any other supporting information that is relevant to proposal

All documents must be properly marked. The response to RFE should be submitted in one hard copy (signed on every page) and one soft copy on pen-drive. In case of any discrepancy, the signed hard copy version will prevail.

#### **4.1 SECTION IV: ELIGIBILITY CRITERIA**

##### **4.1.1 General Eligibility**

(i) The RFE can be responded to only by registered business entities with at least three years in business and have their registered Head office in Delhi/NCR. **No consortia/joint ventures shall be allowed to apply for empanelment.**

(ii) It is preferred that an agency may be empanelled with Govt. Department/Ministry (State/Central)/PSU but not mandatory in last three years as merchandise agency.

(iii) The agency should have minimum turnover of Rs. 5 lakh per year. The annual turnover during last three years (2015-2018) should be a sum of minimum of Rs. 30 lakh.

(iv) The agencies are expected to meet the eligibility & technical criteria as mentioned in this RFE; not furnishing the requisite supporting documents/documentary evidence is liable to be summarily rejected. NeGD will evaluate the proposal with reference to the information and supporting documents furnished.

#### **5.1 SECTION V- EVALUATION AND EMPANELMENT PROCEDURE:**

In order to empanel merchandise agencies, NeGD will constitute an Evaluation Committee to evaluate the proposals submitted by agencies. During evaluation of proposals, NeGD, may, at its discretion, ask the agencies for clarification on their applications. The process for empanelment is as given below.

### **5.1.1. Evaluation process:**

Scrutiny of eligibility criteria mentioned in this RFE will be done by the Evaluation Committee to determine whether the documents have been properly signed and stamped, qualification criteria fulfilled and all relevant papers submitted are in order as per RFE. The Evaluation Committee can seek additional information from the agencies, if needed. The response to the RFE not conforming to requirements, financial turnover requirement, office location and past work record will be rejected.

### **5.1.2. Technical Evaluation:**

The technical evaluation will be done on the basis of documents submitted and technical presentation by the agency. The agency is expected to submit both hard and soft copies of the documents. Each of the item type has been allocated a particular mark, based on which the final technical score will be calculated as per the Annexure- V.

5.1.2.1 The qualifying score will be 70 marks out of 100. The agencies who qualify in the technical evaluation will be ranked on the basis of merit and will be selected for empanelment.

5.1.2.2 Only the top 10 scoring agencies shall be empanelled with NeGD.

### **5.1.3 Allocation of Work**

5.1.3.1 Mere empanelment with NeGD does not guarantee allocation of work. For every work requirement, NeGD will circulate a Scope of Work (SOW) to its empanelled agencies. The Committee will assign work based on technical & financial bids. It is expected that all agencies will participate in every bidding process. **If an agency fails to participate in three consecutive bids, the empanelment shall be liable to be rejected.**

5.1.3.2 NeGD reserves the right to award the work to any of the empanelled agencies, based on the merit of their credentials and financial quote for a particular selected item. The Evaluation Committee will be the final authority for selection of work.

5.1.3.3 The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the empanelment

5.1.3.4 The qualified agency shall carry out work and its obligations with due

diligence, efficiency and economy, ensure in accordance with generally accepted norms, techniques and practices used in the industry. Non acceptance of the work order shall result in forfeiture of Performance Guarantee and may also make the agency liable for being blacklisted by the Division.

5.1.3.5 The scope of work is a brief list of activities to be undertaken by the empanelled agencies depending on requirement of NeGD and events pertaining to Digital India. The Scope of work will be shared with empanelled agencies to invite quotations. NeGD may ask the vendor to create/modify available merchandise sample for NeGD on mutual consultation and agreement. The selected sample will be available with NeGD and agencies can see these items before submission of quotation. Content to be printed on the materials will be provided by NeGD in the form of word document /PDF /CDR/JPEG files. The allocation of work will be based on financial quote lowest rate (L1) as quoted by the agency.

5.1.3.6 NeGD shall issue a work order in parts depending on the quantum of work. A single order will have the minimum quantity of item to minimize the cost or as per the quantity mentioned in the financial bid. No variation or modification of the term of the Work Order shall be made after acceptance of Work Order by the agency.

5.1.5.7 Allocation of work shall be at the sole discretion of NeGD and the decision shall be final and binding to all agencies. All expected deliverables shall be submitted to NeGD within as per timeline after issuance of Work Order.

#### **5.1.4 Payment Schedule:**

The Competent Authority will certify that the job is completed and satisfactorily and as per the work order. The payment will be made within one month after the receipt of the invoice/bill. Advance payment to specific work may be given upon submission of equivalent Bank Guarantee with maximum limit of 30% of total work order amount or as per the Govt. rules.

### **6.1 SECTION VI- TERMS AND CONDITIONS OF Empanelment:**

6.1.1 The merchandise agencies are 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.

6.1.2 The agency should be able to execute order at short notices and even on holidays. The servicing team of the agency must be available to NeGD Headquarter, New Delhi as and when required by NeGD. NeGD also reserves the right to employ any agency outside of the list of empanelled agencies

6.1.3 NeGD will issue an empanelment letter to all shortlisted agencies. The agencies will return the duplicate copy of the empanelment letter duly signed as a token of their acceptance. After signing of the letter no variation or modification of the terms of the agreement shall be made except by written amendment signed by both the parties.

6.1.4 NeGD will have right to cancel the work order of any agency without assigning any reason whatsoever. NeGD also reserves the right to modify the terms and conditions for empanelment

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

- a) Agency becomes insolvent, bankrupt, resolution is passed for the winding up of the agency'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;

6.1.6 The agencies are responsible for work and obliged to conduct all activities as defined in the scope of work. The Agencies are supposed to work closely with the NeGD's staff, and abide by directives issued by NeGD.

6.1.7 The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour. 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.

6.1.8 The Agency will treat as confidential all data and information about NeGD, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of NeGD.

6.1.9 Selection of artwork/creative will be entirely NeGD's discretion. Artwork/creative once selected will be the property of NeGD and it can be repeatedly used in different media like print, outdoor, electronic etc without seeking permission from concerned agencies or paying any commission/fees/royalty. NeGD reserves the right to make necessary modification to the selected artwork, concept, etc. The Agency has to provide original soft copy of open file to NeGD. The agency cannot use the concept, artwork, etc., for other clients once NeGD selects it. Agency should have resources with proficiency and proof reading facilities in multiple official languages of India.

6.1.10 NeGD also reserves the right to empanel any other agency or employ any agency outside the list of empanelled agencies, if required. NeGD also reserves the right to modify the terms and conditions of empanelment. Agency will be responsible for transportation of material across India, if required by NeGD.

6.1.11 All decisions taken by the NeGD regarding empanelment shall be final and binding to all concerned parties.

## **7.1 SECTION VII: GENERAL TERMS AND CONDITIONS:**

The following terms and conditions are of a general nature, and are given here only for the information of the Agency.

### **7.1.1 Nativity**

The organization must be incorporated in India as per details given under this RFE.

### **7.1.2 Relationship**

a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "NeGD" and the "agency". No partnership shall be constituted between NeGD and the agency by virtue of this empanelment nor shall either party have powers to make, vary or release agreement 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.

b) Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for advertising or promotional purpose without first having obtained the other party's prior written approval.

### **7.1.3 Right to rejection and Right to annulment**

NeGD reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected agency(s) or any obligation to inform the affected agency(s) of the grounds for such decision.

### **7.1.4 Fraud and Corruption**

NeGD requires that the agencies engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). NeGD will reject the application for empanelment, if the agency recommended for empanelment, has been determined by NeGD to having been 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 during the tenure of empanelment.

(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 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.

(c) "Unfair trade practices" means supply of items different from what is ordered on, or changes in the Scope of Work which was agreed by NeGD & agency...

(d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.

(e) "Collusive practices" means a scheme or arrangement between two or more agencies

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 agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the empanelment.

#### **7.1.5 Confidentiality**

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

#### **7.1.6 Governing Language**

All documents relating to agreement shall be written in English Language.

#### **7.1.7 Applicable Law**

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

#### **7.1.8 Jurisdiction of Courts**

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

#### **7.1.9 Frequency of Empanelment**

NeGD shall empanel agencies for two year. The empanelment duration may be extended by one year at the sole discretion of NeGD on same terms & conditions.

#### **7.1.10. Indemnity**

The agencies will indemnify NeGD against any misuse of NeGD Name, Brand Name - DIGITAL INDIA and MeitY logo. For any misuse of NeGD name and such logos, the agency themselves will be held responsible. NeGD will take necessary legal and other actions for such cases. 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 agency.

### **7.1.11 Termination / Withdrawal**

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

**a.** NeGD reserves the right to withdraw/ terminate empanelment of agency in any of following circumstances:

- i Agency becomes insolvent, bankrupt, resolution is passed for the winding up of the agency' organization
- ii Information provided to NeGD is found to be incorrect;
- iii Empanelment conditions are not met within the specified time period;
- iv Misleading claims about the empanelment status are made;
- v Clear evidence is received that empanelled agency has breached copyright laws/ plagiarised from another source;

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

- i Forfeit the Performance Guarantee Amount
- ii Terminate the contract without any liability of NeGD towards the empanelled agency.

### **7.1.12 Amendment**

At any time prior to deadline for submission of applications, NeGD may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all agencies

### **7.1.13 Disclaimer**

(i) This RFE is not an offer by the NeGD, but an invitation to receive responses from eligible interested agencies as merchandise agencies for the NeGD. The NeGD will empanel limited agencies who fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from this process.

(ii) The evaluation shall be strictly based on the information and supporting documents provided by the agencies in the application submitted by them. It is the responsibility of the agencies to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by NeGD is not provided by agency, NeGD may choose to proceed with evaluation based on information provided and shall not request the

agency for further information. Hence, responsibility for providing information as required in this RFE lies solely with agency.

**7.1.14 Binding Clause**

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

**7.1.15 Agency's Integrity**

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

**7.1.16 Agency's Obligations**

- a. 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.
- b. 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 cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the NeGD responsible or obligated.
- c. The Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanour.

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**Check list of Submissions:**

| <b>Sl. No</b> | <b>Enclosures Submitted</b>   | <b>Page No.</b> |
|---------------|---|-----------------|
| 1             | EMD (No.& Date)   |                 |
| 2             | Certificate of Registration/Incorporation   |                 |
| 3             | A declaration stating that agency has not been blacklisted/debarred/suspended by nay State/Central Govt/PSU - Annexure-II |                 |
| 4             | PAN No  |                 |
| 5             | GST No  |                 |
| 6             | Proof of Presence of agency in Delhi/NCR  |                 |
| 7             | Certified Annual Turnover (FY- 2017-18, 2016-17, 2015-2016)   |                 |
| 8             | Company Profile- Annexure-III   |                 |
| 9             | Eligibility Documents- Annexure-IV  |                 |
| 10            | Technical documents- Annexure- V  |                 |
| 11            | List of Similar work executed in last three years- Annexure-VI  |                 |
| 12            | Documents in Pen-drive  |                 |

Envelope- 1: EMD, Check list, Declaration and Company Profile, Eligibility documents  
Envelope- 2: Annexure-V to VI

Note: All documents including annexure must be properly marked and sealed. The response of this RFE should be submitted in one hard copy (Signed on every page) and soft copy on pen-drive. In case of discrepancy, the signed hard copy version will be considered for final evaluation.

Signature:

Name

Certified by, in the capacity of:

Duly authorised to sign Proposal for & on behalf of

Date

Place

Declaration (On the Respondent's Letter Head)

**DECLARATION**

- i. I, \_\_\_\_\_ (Name & Designation) solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be debarred from empanelment.
- ii. This is to certify that the agency has not been blacklisted/ debarred/ suspended/ banned from business dealing by any Ministry/ Department of State/ Central Government/ PSU/ Private sector as on date of filling the responses of this RFE.
- iii. I permit NeGD to inspect my records to ascertain the above facts.
- iv. I permit NeGD to cross check the above facts from any other source.
- v. I or my authorized representative, if required by NeGD, would make a presentation before the duly constituted committee at my own cost.
- vi. I will abide by the decision of NeGD regarding empanelment.
- vii. I have read & understood the RFE and agree to all the terms & conditions stated therein.

**SIGNATURE**

Full name and designation:

Date:

(Seal of organisation)

**Company Profile:**

| Sl.No. | Item   | Attach Proof (Y/N) |
|--------|--|--------------------|
| 1      | Name of the Organization:  |                    |
| 2      | Type of Firm: Proprietary/Partnership/Pvt Ltd, Public Ltd Company/Society/NGO  |                    |
| 3      | Year of Incorporation/Registration number  |                    |
| 4      | PAN Number   |                    |
| 5      | GST Number   |                    |
| 6      | Name of Authorised Person  |                    |
| 7      | Details of contact person: Name, designation, Email ID, Tel, Mob.  |                    |
| 8      | Head Office address/Local Office address (if any)  |                    |
| 9      | Nature of Business   |                    |
| 10     | Number of Permanent Employees (Provide list of Permanent Employees with name, PF/ESI/TPA No  |                    |
| 11     | Turnover of the Company (Audited) (Not of Group)<br>F.Y. 2017-2018<br>F.Y. 2016-2017<br>F.Y. 2015-2016   |                    |
| 12     | Infrastructure: Description of machinery, facilities for production, inspection, testing and quality assurance (List enclosed with self declaration) |                    |

Signature:

Name:

Designation:

Affix Company Seal

**Eligibility Criteria:**  
**Category-I: Merchandise Agency**

| S.No. | Eligibility Criteria   | Supporting Document Requirement   | Yes/No & Deviation, if any |
|-------|--|---|----------------------------|
| 1     | The agency shall be a single entity, registered as Company under the companies Act 2013 or Companies Act 1956, Partnership Firm registered under the Indian Partnership Act 1932, LLP registered under the Limited Liability Partnership Act, 2008 or a Proprietorship and should have been in existence in India for the last three years | Certificate of registration/Incorporation under the respective Acts in India; Self certificate in case of Proprietorship  |                            |
| 2     | The agency must be registered with appropriate tax and other administrative authorities  | PAN Card<br><br>GST Registration  |                            |
| 3     | The annual turnover during last three years (2017-2018, 2016-17, 2015-16) should be a sum of minimum of Rs. 30 lakh, out of which, the minimum turnover per year should not be less than 5 lakh.   | Audited financial statement for last three years and certificate from the Statutory Auditor certifying the turnover for previous three years from the relevant business/category. |                            |
| 4     | Agency must have Head office in Delhi/NCR  | Fully operational office in Delhi/NCR and branch office if any in Delhi/NCR or States/UTs). Provide a copy of the address proof.  |                            |
| 5     | Preferably empanelled with Govt Department/ Ministry (State / Central) /PSU but not mandatory in last 3 years  | Attach Empanelment letter.  |                            |
| 6     | Professional Experience, man power: Designer   | Minimum 3 work orders in last 3 years. One from each financial year with a minimum value of Rs. 2 lakh. Portfolio of designer, software used by the designer                      |                            |

**Technical Criteria:  
Category-I Merchandise Agency**

| Sl | Type  | Max. Marks |
|----|---|------------|
| 1  | Empanelled with Govt. Department/ Ministry (State/ Central)/PSU in last three years   | 5          |
| 2  | Annual Average Turnover during the last three financial year<br>30- 40 lakh = <b>10 marks</b><br>41- 50 lakh = <b>12 marks</b><br>More than 50 lakh = <b>15 marks</b>   | 15         |
| 3  | Work Experience with Govt. organizations/ PSUs/ Autonomous bodies/ Private Sector/ others in last 3 years (attach work order/completion certificate). Minimum 2 work orders from Govt. organization<br>Work order value Above 5-10 lakh (6 marks each)<br>Work order value 3-5 lakh (3 marks each)<br>Work order value upto 3 lakh (2 marks each) | 30         |
| 5  | Specimen of similar work executed in the past 3 years.<br>10 best samples should include following types of items only (Trophy, Memento, Bag, Pen-drive, Coffee mug)- per sample 2 marks<br><b>Note: Relevant work order/Challan (samples may be produced at the time of Presentation)</b>  | 20         |
| 6  | Presentation by the Agency:<br>Company Profile, Team Members with experience, innovative samples of merchandise items, work experience with organization,   | 30         |
|    | <b>Total</b>  | <b>100</b> |

## Annexure- VI

**List of Similar work executed in last three years:**

| No | Name of the Client | Item | Value of Contract/<br>work in Rs. |
|----|--------------------|------|-----------------------------------|
|    |                    |      |                                   |
|    |                    |      |                                   |

Notes:

- Each of the listed work shall be supported with the copy of work order & works completion certificate. Work completion certificate shall mention the nature of work, value of work completed.
- Non disclosure of any information in the schedule will result in disqualification of the firm.

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