

Request for Proposal (RFP)
For the Selection of Architect and PMC for Establishment of 'Centre for e-Governance' (CeG) at Electronics Niketan, New Delhi

RFP REFERENCE NO. N-21/9/2022-NeGD

DATE: 15.11.2022



National e-Governance Division (NeGD)
MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY
ELECTRONICS NIKETAN, NEW DELHI

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1 Disclaimers

The information contained in this Request for Proposal (RFP) document or information provided subsequently to the Bidder(s) or applicants whether verbally or in documentary form, by or on behalf of NeGD, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions, subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor an invitation to offer by NeGD. This RFP is to invite proposals from applicants who are qualified to submit the bids ("**Bidders**"). The purpose of this RFP is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). This RFP does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. NeGD makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in this RFP document is selective and is subject to update, expansion, revision and amendment. NeGD does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP document or to correct any inaccuracies if any therein, which may become apparent. NeGD reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed on the website of NeGD. Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by NeGD.

Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further, NeGD also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

NeGD reserves the right to reject any or all the Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of NeGD shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

2 Bid Details

Purchaser NATIONAL E-GOVERNANCE DIVISION (hereinafter referred to as “NeGD”)

Address Electronics Niketan 4th Floor,
6, CGO Complex, Lodhi Road, New Delhi – 110003

Website www.NeGD.gov.in

2.1 Process of Selection

The process of selection of successful Bidder would be as follows:

- a) Issue of RFP
- b) Pre Bid Meeting/ Clarification /Corrigendum (if any)
- c) Submission of Bids
- d) Opening of Eligibility Bids and shortlisting for technical evaluation
- e) Opening of Technical Bids
 - i. Technical Bid Evaluation
 - ii. Presentations of the Bidders -Technical Score
- f) Opening of financial bids of the Bidders that are technically qualified (Technically qualified Bidders will be ones that have scored above the predefined threshold of seventy percent.
- g) Award of contract to the most responsive Bid based on QCBS method (Quality and Cost Based Selection) combining score of the Bidder giving weightage of **80:20** for technical and financial scores respectively.

2.2 Activities

Activities	Date & Time
Date of Issuance of RFP	15.11.2022
Submission of pre-bid written queries (e-mail only) negdcb@digitalindia.gov.in	22.11.2022 15:00 hrs.
Pre-Bid Conference/Meeting (Online) – The meeting link will be published at www.NeGD.gov.in & CPP Portal www.eprocure.gov.in Meeting link -	22.11.2022 by 16:00 hrs.
Publication of pre-bid clarifications and issue of Corrigendum (if any) To be published at www.NeGD.gov.in & CPP Portal – www.eprocure.gov.in	23.11.2022
Last Date for submission of bids (Online mode only at CPP Portal- www.eprocure.gov.in)	01.12.2022 by 1500 hrs.
Opening of Bids (Pre-qualification) The meeting link will be published at	02.12.2022 at 1500 hrs.

Activities	Date & Time
www.NeGD.gov.in & www.eprocure.gov.in	
Date and time for opening of Technical bids (Online)	Will be scheduled
Technical Presentation & interviews of resources (Online)	Will be scheduled
Opening of Financial bids (Online)	Will be scheduled

h) Note:

- i. NEGD reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on NEGD's website as well as CPP Portal.
- ii. This bid document is not transferable.
- iii. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
- iv. All time mentioned are Indian Standard Time (IST) = GMT+5.30 Hours

Pre bid meeting link

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjNkOTI2YTctN2E0Ni00YzQxLTg0MDMtMGEzMzBjMDNhNDRi%40thread.v2/0?context=%7b%22Tid%22%3a%220c0d701-f51f-46c2-9b53-34d49bf89748%22%2c%22Oid%22%3a%229fda8931-8f41-4cc7-822e-f3b076798de7%22%7d

2.3 RFP Validity period

- a) RFP responses will remain valid and open for evaluation according to their terms for a period of at least **180 days** from the last date of submission of the bids.
- b) NEGD shall also have the right at its sole and absolute discretion to continue the assignment / contract with the successful Bidder(s) for future requirements on the rates finalized in this processing for various items / activities as described in the financial bids, or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, NEGD may solicit the Bidders' consent to an extension period of validity.

2.4 Communication on the RFP

- a) Recipients are required to direct all communication for any clarification related to this RFP, to the RFP Coordinator mentioned below:

The Director Finance & CB,
NeGD, Electronics Niketan,
6, CGO Complex Lodhi Road,
New Delhi – 110003
Email ID: negdcb@digitalindia.gov.in

- b) All queries relating to the RFP, technical or otherwise, must be submitted by email only and will be entertained by NEGD only in respect of the queries received up to the date and time specified in the section Bid Details. NEGD will respond to the queries in the pre-bid meeting. Post pre-bid meeting, the clarifications / corrigendum(s) will be published at NEGD& CPP Portal at the relevant sections.
- c) NEGD may, in its absolute discretion, seek but shall be under no obligation to seek, additional information or material from any Bidders after the closure of RFP and all such information and material provided will be taken to form part of that Bidders response.

2.5 Bid Security / EMD

- a) All the Bidders shall submit only “Bid Security Declaration”. EMD is not required. As per Rule 170 of General Financial Rules (GFRs) by Government of India and Office Memorandum No. F.9/4/2020-PPD dated Nov 12, 2020 by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GoI; all applicants are exempted from submission of EMD / Bid Security. However Bid Security Declaration accepting that they will not withdraw or modify their bids during validity period (180 days) is mandatory to be submitted. Please refer format at **Annexure 1**.
- b) Bids submitted without the “Bid Security Declaration”, in prescribed format may be rejected without providing any opportunity to the bidder concerned.
- c) Bid Security Declaration must remain valid for at least 180 days beyond the final bid submission date and the validity of the Bid Security Declaration should be extended in the event the last date of bid validity is extended.
- d) Bid Security Declaration of all unsuccessful bidders would go void from the final selection processes completed. The Bid Security Declaration of selected bidder(s) would be void upon submission of Performance Bank Guarantee (PBG).

2.6 Performance Bank Guarantee (PBG)

The selected Bidder has to provide an unconditional and irrevocable PBG of **Three Percent of the Total Contract Value in the form of Insurance Surety Bonds, Account Payee Demand Drafts, Fixed Deposit Receipts, Banker’s Cheque or Bank Guarantee from any Commercial Bank in India or payment online in acceptable form** towards due performance of the contract in accordance with the specifications, terms and conditions of RFP document, within 15 days from the intimation from NEGD. The PBG shall be kept valid **up to 60 days beyond the contract period**. If the Consultant / Bidder fails to furnish PBG within 15 days from the date of selection by NEGD for any reason whatsoever the Bidder may be penalized with the suspension for participation in future procurement processes for a period of up to one year. The cost of PBG would have to be borne by the successful Bidder. In case, the contract extended for any reason, the PBG need to be extended accordingly by the selected Bidder. The format for PBG is provided at **Annexure 12**.

3 Definitions

- a) “NEGD” means National e-Governance Division which is an IBD under Digital India Corporation under Ministry of Electronics and Information Technology (MeitY), Govt. of India.
- b) “Bidder / Applicant / Consultant” means the entity or firm who is submitting its proposal for providing services to NEGD.
- c) “Affiliates / Group Companies” means membership firms working under the common brand name and engaged in similar activity of providing consulting services and registered in India.
- d) “Partner” means a partner as defined under Partnership Act, 1932 and also includes a professional sharing profit in a consulting firm / LLP under the Limited Liability Partnership Act, 2008.
- e) “Personnel / Professional” means full time and suitably qualified staff on the payroll of the Bidder.
- f) “Proposal / Bid” means the Eligibility, Technical and the Commercial / Financial Proposal.
- g) “RFP” means this “Request For Proposal” prepared by NEGD for the selection of Consultant.
- h) “Assignment” or “Project” or “Services” or “Job” means the work to be performed by the Consultant pursuant to the contract.
- i) “Terms of Reference (TOR)” means the section included in the RFP (at **Section 7**) which explains the Scope of Work, activities, tasks to be performed by the selected Consultant.
- j) “Contract” or “agreement” means the contract signed by the parties and all the attached documents and the appendices.
- k) “Day” means a calendar day.
- l) “Parties”- Party or Parties means NEGD or Bidder/Selected Bidder/Consultant or both as the case may be.

4 Overview of NEGD

Government of India has embarked on an ambitious journey to make India a USD 1 Trillion digital economy by 2025. Digital India, launched in 2015, is a flagship program of the Government of India with a vision to transform India into a digitally empowered society and knowledge economy. Digital India aims to provide the much-needed thrust to the nine pillars of growth areas, namely Broadband Highways, Universal Access to Mobile Connectivity, Public Internet Access Program, e-Governance: Reforming Government through Technology, e-Kranti - Electronic Delivery of Services, Information for All, Electronics Manufacturing, IT for Jobs and Early Harvest Programs. Each of these areas is a complex program and cuts across multiple Ministries and Departments.

In 2009, National e-Governance Division was created by the Ministry of Electronics & Information Technology as an Independent Business Division under the Digital India Corporation (erstwhile Media Lab Asia). Since 2009, NeGD has been playing a pivotal role in supporting MeitY in Programme Management and implementation of the e-Governance 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. For more information, please visit www.NeGD.gov.in.

5 Invitation

NeGD invites Proposals (the “**Proposals/Bids**”) **for the Selection of Architect and PMC for Establishment of `Centre for e-Governance’ (CeG) at Electronics Niketan, New Delhias** per the Terms of Reference (ToR) given in **Section 7**. The Bidders/Applicants desirous of taking up the project are invited to submit their Proposal/Bid in response to this RFP. The criteria and the actual process of evaluation of the proposals in response to the RFP and subsequent selection of the Successful Bidder will be entirely at NeGD’s discretion. The Bidders/ Applicants should have necessary experience, capability and expertise to perform, as per the Terms of Reference and to adhere to NeGD’s requirements/ terms and conditions outlined in the RFP. The RFP is not an offer by NeGD, but an invitation to receive responses from the potential Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of NeGD with the SuccessfulBidder.

6 Eligibility Criteria

The Bidder shall have to give an undertaking to accept all the conditions of the RFP (refer **Annexure 3**). In addition, the list of the pre-qualification / qualifying / eligibility requirements and the supportive documents that need to be submitted are given in table below:

Sr. No	Details	Supporting Documents to be submitted
1	The Bidder should have been in existence in India at least from April 01, 2012 or earlier either by the date of incorporation in India or by virtue of functioning as a Branch office of a parent company with operations & projects in India.	Certificate of Incorporation/ Constitutional Documents / Proof of implementing of projects in India
2	The Bidder should have a functional office in Delhi NCR . The Consultant shall necessarily be a legally valid entity either in the form of a Proprietor Firm / Partnership Firm / Company incorporated in India under the Companies Act, 1956 (and subsequent amendments thereto) / Registered LLP as per schedule 3 of the LLP Act 2008 and in operation for a minimum period of 10 years as on 1st April 2022 Registered with the GST Authorities.	<input type="checkbox"/> Certificate of Incorporation / Registration / deed / or any other proof confirming company existence <input type="checkbox"/> GST Registration <input type="checkbox"/> Proof of valid Registration with Council of Architecture
3	The Bidder Must have designed at least one project i.e. Museum, Memorial or permanent multimedia exhibits (completed and made functional) of value not less than Rs. 25 Crores or above with exhibits like interactive touch-tables, LED screens, kiosks, mannequins, painting, graphic design, with show controllers etc during last 10 years (from the date of publication of RFP).	Relevant details of the engagement(s) undertaken in the last 10 years with Client Certificates. (also refer Annexure 5)
4	<p>The applicant must have below mentioned manpower with relevant qualifications and experience as employees/associates/consultants.</p> <ul style="list-style-type: none"> • Team Leader/Principal Architect with degree in B.Arch. or equivalent as approved by CoA act 1972 with 20 years of professional experience. • Landscape Architect with min 10 years of professional experience. • Interior Designer or Industrial Designer with degree in B.Arch. or equivalent as approved by CoA act 1972 or Diploma in Interior Designing 	<p>Names and CVs countersigned by each individual.</p> <p>(Also refer Annexure 10 for Format of CV)</p>

Sr. No	Details	Supporting Documents to be submitted
	<p>with min. 10 years of professional experience.</p> <ul style="list-style-type: none"> • Audio Visual Expert with relevant graduation in electronics & communication engineering with 10 years of professional experience. • Graphic Designer with minimum 7 years of professional experience. • Electrical Expert with relevant graduation in Electrical Engineering with 7 years of professional experience. • HVAC Expert with relevant graduation in Mechanical Engineering with 7 years of professional experience. 	
5	The Bidder must have average annual turnover of at least Rs. 1.5 Crores (Rupees One Crore Fifty lakhs Only) during last three financial years i.e. (2019-20, 2020-21 and 2021-22)	<input type="checkbox"/> CA Certificate (Refer Annexure 13) and <input type="checkbox"/> Audited Annual Accounts for the last three years
6	The Bidder should not be owned or controlled by any Director or Employee (or Relatives) of NEGD and any of its Divisions.	Self-Declaration by the Bidder on Company's letter head (refer Annexure 7)
7	<p>The Bidder or any successor has not been penalized or found guilty in any court of law and the (firm/ company) or any successor has not been blacklisted / debarred by any Central Government Ministry / State Government / any other regulatory authority under:</p> <ul style="list-style-type: none"> • Prevention of the Corruption Act, 1988 in last three years from bid submission date • The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract in last two years from bid submission date 	Self-Certification by the Bidder on Bidder's letter head to be provided. (refer Annexure 8)
8	The company / firm and director / partners/proprietors have not defaulted to any Government entity within the jurisdiction of India.	Self- declaration as per the format (refer Annexure 6)

Note:

- a. Cut-off date for the above to be taken as date of publication of tender unless otherwise specified.
- b. Documentary evidence must be submitted for each Criteria.
- c. Self-declaration needs to be signed by Authorized Signatory / as specified.
- d. Provisional balance sheet signed by CA can be submitted for FY 2021-22 if accounts have not been audited / ready.
- e. NEGD may independently verify the documents either on its own or through 3rd party.

6.1 Additional requirement

Apart from the above minimum criteria, the Bidder is also required to give the following information:

Sr. No.	Documents Required
i)	Ownership and nature of the entity (Public, Partnership, Subsidiary, Proprietorship Firm etc.).
ii)	Income Tax returns for past three years. (Numbers may be redacted)
iii)	Board resolution (in case of company) or Power of Attorney authorizing the authorized signatory to sign on behalf of the Bidder. Proprietorship Firm doesn't require power of attorney.
iv)	Proof of address of the Registered Office or Branch Office in India (if not registered in India).
v)	Integrity pact as per Annexure 11 (Only the duly signed Integrity pact on letterhead of the Bidder / Agency need to be submitted after final selection process. Integrity Agreement will be signed later on stamp paper with the selected Bidder / Agency

- NEGD reserves the right to ask for additional / alternate documents from the Bidder.
- The firms meeting the eligibility criteria as laid out above will be taken forward to the next stage of technical evaluation.
- Non - submission of any of the specified documents by the Bidder may result in rejection of bid.

6.2 Technical Bid

- a. Technical proposal will include details of overall approach to the areas listed in this RFP along with specific proposals / solution on each of these areas covering the conceptualization, design and implementation stages. Technical proposal should also clearly articulate the deliverables at the end of each phase of work. The consultancy firm / successful Bidder is expected to work with NEGD to ensure early implementation of their recommendations, overcoming the bottlenecks, if any.
- b. The Technical Bid should be complete in all respects and contain all information required in the document. The Technical Bid shall comply as per the Technical Evaluation section.

6.3 Financial Bid

- a. The Financial bid will contain the financial quote covering total price / fees / cost of undertaking the assignment **inclusive of all components and exclusive of GST / applicable taxes**. No upward revision in the price would be considered on any count. **The format of Financial Bid** is given in **Annexure 9**.
- b. The Financial bid made by the firm should take care of the following points:
 - 1) The Financial Bid contradicting the Technical Bid (TB) in any manner will be rejected.
 - 2) Financial Bid containing conditional offers will be summarily rejected.
 - 3) In case of discrepancy in words and figures, the price quoted in words will be taken as final.
 - 4) There should not be any hidden costs for the items quoted.
 - 5) NEGD is not responsible for the arithmetical accuracy of the bid. The consultants / Bidders will have to ensure all calculations are accurate.
 - 6) NEGD at any point in time, for reasons whatsoever, is not responsible for any Assumptions made by the Bidder. NEGD, at a later date, will not accept any plea of the Bidder or changes in the financial offer for any such assumptions.
 - 7) Any overwriting, erasure, etc. has to be initialed by the Authorized person.
 - 8) The TDS amount at prevailing rate shall be deducted from the payments to be made to the successful Bidder / Consultant. In lieu of the same, TDS Certificate will be provided by NEGD to the Consultant.

7 Terms of Reference (ToR)

7.1 Background

- Recognising the immense potential of e-Governance projects being implemented through National e-Governance Plan (NeGP), to bring in efficiency and effectiveness in citizen-centric services, socio-economic transformation, especially in the fields of education, health, skill-building, entrepreneurship and in creating employment opportunities, Ministry of Electronics and Information Technology considered it prudent to demystify the concept of e-Governance and disseminate information on various e-Governance initiatives taken up by various Central and State Governments, to the common people, especially to the student community. Having implemented wide variety of e-Governance projects of various dimensions under the aegis of both Central and State Governments, it is considered to be extremely important to reach out common people at large '(People are the Purpose)' and disseminate information on the projects to assess impact of these projects on peoples' daily life.
- Keeping the above in view, Ministry of Electronics and Information Technology (MeitY) has proposed to establish a state of the art 'Centre for e-Governance' (CeG), located in the first floor of Electronics Niketan, 6 CGO Complex (near Jawaharlal Nehru Stadium), Lodhi Road, New Delhi. The Centre has been envisaged as the platform for showcasing advancement in ICT domain especially in e-Governance by demonstrating applications from states, central line ministries, MeitY organizations and other implementing agencies. In addition, it is meant to be a staging platform for cutting edge and emerging technology areas that are part of MeitY mandate and are of relevance to other ICT domain including electronics, Indian Language Solutions, emerging technologies in ICT domains and solutions for differently abled centre.
- The Centre is to be aesthetically designed as a hi-tech display systems and visitor-friendly functionality with kiosks for demonstration of e-services, state-of-the-art display formats, Internet-enabled conference areas, dedicated video conferencing facilities as well as a state-of-the-art projection system featured conference hall.
- The CeG showcases applications, demonstrations and presentations that reflect the progress achieved in the implementation and usage of e-Governance. It should covers successful and high impact e-Gov applications and content based on improved citizen service delivery, innovativeness, cost effectiveness and overall impact in fulfilling developmental objectives of the government. Also to be displayed are various social sector initiatives relating to health and education.
- It also intends redesign the Outdoor Landscaping to blend with the theme as provided in the exhibit area. Providing façade lighting, digital signage's from outside of the building up to the Entrance etc. Relocating reception area towards the outside area.
- For more detail about CeG please visit <https://www.ceg.meity.gov.in/index.jsp> .

- The Centre need to be modernized keeping in view the large number of technological advancements have been made under the aegis of Digital India Programme at both the Central and State Governments. The CeG need to be modernized as per latest technologies and solutions available in the market and as well as equipped with more advance facilities and enhanced team for its operations.

The Centre being modernized will be equipped with the latest technology products. The design of the Centre selected will emphasize the theme of the Centre and would house like Video Conferencing, high-speed networks, touch screens, video walls, Wi-Fi etc. The modernization of CeG will include the following:-

- Civil, Interior and Furniture work
- Flooring & finishing
- False Ceiling
- Furniture & Fixtures
- Partition & Paneling
- Painting & Finishing
- Sofa & Chairs
- Ancillaries and Misc.
- Video walls with interactive screens
- Electrical fixtures with all cabling and accessories
- Precision air conditioner
- EPABX, access control, WiFi, networking, fire alarm and CCTV
- Audio and Control System
- Script writing, video and audio editing
- Other works as required

Bidder can visit the site for better understanding before submission of bid. Interested agencies would be allowed to visit the site for getting an idea of area of operations.

7.2 Duration of the Assignment

The said project / assignment will be for a **period of 09 months only**. The selected Bidder has to complete the assignment within the stipulated timeframe only. The Bidders are advised to understand the requirement and plan their approach and engagement of resources for the completion of tasks accordingly.

7.3 Scope of work

Detail the existing material and research content provided by the client, for development of exhibits and areas in the available space provided by the client. The raw research shall be given by the client and the details prepared by the Consultant shall be approved by the Director and authorized representatives of the client parallel with all design and project implementation work. The details shall include all the aspects as approved by the client.

- 7.3.1 Concept Finalization** – Complete concept of design, with overall space planning, 3D visualization and modeling, plans, sections, elevations. Stage wise approvals would be taken on this design concept after a presentation to the Client. Based on ongoing research, the Consultant will develop the exhibition design concepts area-wise. These will propose the possible direction for the exhibition including possible media choices, suggested communication strategies etc. Its primary purpose is to enable Client to give his reaction and feedback and arrive at a consensus regarding exhibition content sequencing in terms of sections, their location and the overall communications strategy to be adopted. The initial content presentation would be done either in the form of plans, drawings, as appropriate to communicating the design as determined by the Consultant.
- 7.3.2 Preliminary Design** - Based on this, a final design for each exhibit would be prepared and submitted to the Client. This final design would be presented to the Client either in the form of plans, drawings, views as appropriate to communicating the design, as determined by the Consultant.
- 7.3.3 Design Detailing** – The final version of the exhibition design would include the sequencing of exhibits along with choice of specific media, visitor flow and floor plans/ layout drawings. The exhibition detail design would also include rough budget estimates based on prevalent market rates/ estimates, anticipated for implementation. The exhibitions design concept would be presented to Client either in the form of plans, views as appropriate to communicating the design, as determined by the Consultant.
- 7.3.4 Tender Drawings** - Complete set of technical drawings after appointment and inputs from all consultants. Deliverable for this stage would be a complete set of technical drawings and technical presentations, gallery-wise, to the project team of Client. Detailed cost estimates for the museum would be prepared at this stage to submit to Client for feedback and approval. Visual design (includes all graphic standards, exhibition signage, recreations/ dioramas/other display aids such as arcd'triomppe'setc& visual effects). All details of structural support systems for all interior/exterior exhibit works. Audio visual/ film/ multimedia brief outlines. Lighting design.
- 7.3.5** The above would be manifest in a document containing detailed drawings and specifications, bills of quantities, etc. as well as budget estimates to facilitate tendering for implementation. The Consultant would provide details of special lighting fixture/ systems, along with manufactures and procurement sources. The Consultant would also provide electrical and cabling plans relating specifically to the energy and communication needs of the exhibition. Such cost estimates for all activities which do not have a standard Schedule of Rates shall be based on a reasonable assessment of such rates by the Consultant along with detailed Analysis of Rate (AOR) of each non schedule item as per approved format. The Consultant would commence Design Detailing of the Galleries after the approval of the Client for the Designs and cost estimates thus presented, which will include:-

7.3.6 Bid Documents, Vendor Identification, Negotiations & Finalization-

Preparation of complete tender document - consisting of all technical drawings, bill of quantities and specifications, and conditions of contract for main contractor. As per laid down criteria specified, the Consultant will recommend short-listing of vendors, publish notice for Expression of Interest and float tenders on behalf of the Client based on tender documents approved by Purchase and Tendering Committee. Appointment of main contractor and other contractor at the end of negotiations will be with the joint participation and final approval by the tendering committee. In order to meet the constraints of the time of execution of the project, it is advisable to complete tender documentation for the entire project, and deploy contractor to construct prototype immediately on appointment.

7.3.7 The consultant will submit breakup of activity of work for each item along with time lines.

7.3.8 Supervision & Project Management of Prototyping, Production and Installation

– Supervision of construction of prototype section by main contractor. The Consultant would monitor and supervise timeline, quality control and costs- as per design and tender conditions. This would be followed by supervision of construction of remaining galleries by main contractor. Changes in design – if any – based on feedback by the Client – would be incorporated in the form of additional drawings and specifications by the design office and to be paid extra accordingly. The Consultant would monitor and supervise timeline, quality control and costs- as per design and tender conditions

Sufficient manpower to be deployed by consultant for regular supervision of works and monitoring of site documents.

7.3.9 Installation and Systems Integration – Testing of all constructed spaces, System and Lighting Integration, Dry-runs by consultant and contractor teams, Quality and reliability will be guaranteed by original equipment/ installation manufacturers/ appointed artists/ artisans/ contractor.

7.3.10 Any item not included in BOQ but required for work will be recommended by the consultant for final approval by the client.

7.3.11 Commissioning and Fine-Tuning– Handover to Client for testing, Staffing and operational logistics.

7.3.12 Consultant’s involvement and advice to the Client in conceptualizing and running O&M Plan including control room in concept with contractor’s liability and client requirements.

7.4 Deliverables & Timelines

8 SCHEDULE OF COMPLETION OF ASSIGNMENT

Total time for the consultancy shall be the entire duration of the project as per the milestones as under:

Sr. No.	Activity	Time duration (from date of start)
1	STAGE 1: INCEPTION REPORT	7 days
2	STAGE 2: CONCEPT STAGE -Conceptual designs and sketches with layout plans and proposal including preparation of site plans.	15 days
3	STAGE 3: PRELIMINARY DESIGN AND DRAWINGS - Preliminary drawings, layout plans, areas as carved out, circulation, study model, etc., for the Client's approval along with preliminary estimate of cost.	15 days
4	STAGE 4: DRAWINGS FOR CLIENT'S/ APPROVALS - Preparation of detailed drawings necessary for Client's/ approvals.	21 days
5	STAGE 5: CONSTRUCTION/WORKING DRAWINGS AND TENDER DOCUMENTS -Preparation of detailed Construction/working architectural drawings, structural drawings, proposal and drawings for services as planned, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including Code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.	30 days
6	CONSTRUCTION – For supervision of work to ensure compliance to architectural concept, drawings and details as supplied and specifications etc. including as advise as sought for by the Client	As the Work progresses at site
7	Completion Report of project.	Within 15 days after completion of the work.

Note:

Sufficient manpower to be deployed by consultant for day-to-day activities, regular supervision of works and monitoring of site during execution.

9 Submission of Bids

9.1 Pre-Bid Clarifications

- a. The Bidders will have to ensure that their queries (if any) are submitted prior to the Pre-Bid meeting.
- b. It may kindly be noted that no bid-query will be received through phone Calls/Fax. All queries must be submitted in writing through e-mail only at the specified e-mail ID.
- c. All the queries should necessarily be submitted in the following format in Excel:

Sr.	RFP Document Reference(s)			Query by bidder
	Page No.	Section No.	Section Name	
1				
n.				

- d. Bidders must adhere to the above template while submitting their queries.
- e. Any requests for clarifications post the date/time may not be entertained. Designated e-mail ID for submission of queries: email: negdcb@digitalindia.gov.in

9.2 Clarification to Pre-Bid Queries / Issue of Corrigendum

- a. Clarification to the queries received will be published at the advertisement platforms (NEGD website & CPP Portal) as per the timeline specified. However, NEGD makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NEGD undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, NEGD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. After the pre-bid conference/meeting, the Corrigendum (if any) & clarifications will be published at the advertisement platforms as per the timeline specified. No individual communication will be made to the queries.
- d. Any corrigendum(s) published/issued shall be deemed to be incorporated into this RFP.
- e. In order to give prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, NEGD may, at its discretion, extend the last date for the submission of Proposals.

9.3 Submission of Bids only through CPP Portal

- a. Bids shall be submitted online only at Central Public Procurement (CPP) Portal Website: <http://eprocure.gov.in/> in four parts, i.e. 'EMD / Bid Security Declaration' (documents in .pdf format), 'Eligibility' (documents in .pdf format)", 'Technical Proposal' (documents in .pdf format) and 'Financial Proposal' (in exl format). Bids must be submitted as per the schedule (date & time) indicated in the calendar of events at **sub-section 2.2**.
- b. Manual bids or the bids submitted by telex/ telegram/ fax/ e-mail / by any other digital mode etc. will not be accepted under any circumstances. No correspondence will be entertained on this matter.
- c. The instructions given below are meant to assist the bidders in preparation of their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- d. For more detailed information and hassle free bid submission, please refer to URLs as follows.
 - Complete details at CPP Portal: <https://eprocure.gov.in/eprocure/app>
 - Instruction for online submission:
<https://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page>
 - Guidelines for hassle free bid submission:
https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf
 - FAQs:
<https://eprocure.gov.in/eprocure/app?page=FAQFrontEnd&service=page>

9.4 Reference points for submission of Bids

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.
- c. Bidder has to provide Bid Security Declaration (EMD), Eligibility Criteria, Technical Bid and Financial Bid.
- d. Bidder should prepare the Bid Security Declaration as per the instructions specified in the RFP document.
- e. Bidders not submitting any of the required documents online may be summarily rejected.
- f. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.

- g. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- k. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used or required for any online / offline bid opening meetings.
- l. Bidders are also advised to go through instructions provided at CPP Portal.

9.5 Instruction for submission of bids

Bids shall be in accordance to the instructions given in the Table below:

Bid Cover/ Folder	Bid Submission
Folder 1 – Bid Security	Proposal-1 shall be titled, "Bid Security Declaration" and shall be uploaded (on CPP Portal) as single pdf document and shall be duly signed using DSC. It should clearly show the details and original is to be uploaded. (Reference at Annexure-1)
Folder 2 – Eligibility Criteria	Proposal-2 shall be titled, "Eligibility Criteria" and shall be uploaded (on CPP Portal) as single pdf document and shall be duly signed using DSC. It should contain all supporting documents for eligibility criteria (Reference at Section 6 and Sub-Section 6.1.i.e. Annexure 2 to Annexure 8, Annexure- 10,11 and Annexure 13.) All pages of the document (.pdf) shall be numbered and signed / initialled by the authorized signatory.
Folder 3 – Technical	Proposal-3 shall be titled, "Technical Proposal" and shall be uploaded (on CPP Portal) as single pdf document and shall be duly signed

Bid Cover/ Folder	Bid Submission
Proposal	<p>using DSC. Technical proposal shall cover the documents required against the technical evaluation parameters and the technical presentation (Reference Sub-Section 6.2 and Sub-section 9.3).</p> <p>All pages of the document (.pdf) shall be numbered and signed / initialled by the authorized signatory.</p>
Folder 4 – Financial Proposal	<p>Proposal-4 shall be titled, “Financial Proposal” and shall be uploaded (on CPP Portal) as single excel document and shall be duly signed using DSC. It should contain all documents and formats related to financial proposal as mentioned in RFP (Reference Sub-Section 6.3 and Annexure 9). Company name (with address & contact details) should be placed on all pages of the Financial Proposal.</p> <p>All pages of the document (.exl) shall be numbered and signed / initialled by the authorized signatory.</p> <p>Financial Proposal or any part thereof should not be kept / mixed with the Folder-1 (EMD), Folder 2 (Eligibility), Folder -3 (Technical Bid) in either explicit or implicit form, in which case the bid may be rejected.</p>

Note:

- The RFP and corrigendum thereof should be read in entirety before submitting bids so that bid submission captures all required documents as well as given format.
- Please check the documents and upload them carefully. Any error i.e. file is corrupted, not readable etc found the Bid will be rejected. NEGD in no case will be liable for the same.

9.6 Assistance to Bidders

- Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the NEGD or the relevant contact person indicated in the tender at **sub-section 2.4**.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. [Phone number: 0120-4001-002 or 0120-4001-005 or 0120-6277-787 And Email: support-eproc@nic.in]

9.7 Rules for Responding to this RFP

- The firms / Bidders should use the formats prescribed in Annexure(s) by NEGD in submission of the RFP Response.

- b. All responses received after the due date/ time as mentioned in advertisement would be considered late and would be liable to be rejected.
- c. Documents not required as part of the Tender should not be provided. Adding unnecessary or redundant documents to misguide evaluation may lead to rejection.
- d. All bid responses would be deemed to be irrevocable offers / proposals from the consultants / Bidders and may be accepted by NEGD to form part of final contract between NEGD and the selected Consultant. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by NEGD.
- e. In case, due to unavoidable circumstances, NEGD does not award the contract within three months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the Bidder would have the choice to maintain the Bid Security Declaration with NEGD or to withdraw the bid and nullify the security declaration.
- f. NEGD reserves the right not to allow / permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- g. The Bidder, at no point in time, can excuse themselves from any claims by NEGD whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RFP circulated by NEGD. The Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.
- h. If related parties (as defined below) submit more than one bid then both/all bids submitted by related parties are liable to be rejected at any stage at NEGD's discretion:
 - Bids submitted by the holding company and its subsidiary.
 - Bids submitted by one or more companies having common director/s.
 - Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners.
 - Bids submitted by one or more companies in the same group of promoters/management.
 - Any other bid in the sole discretion of NEGD is in the nature of multiple bids.

10 Evaluation of Bids

10.1 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the “Bid Details” for RFP given in the beginning of the RFP. During the opening of the bids, the Bidders can depute an authorized representative (only one) to attend the bid opening process. No separate information will be given in this regard to the Bidders for deputing their representatives. The representative has to submit an authority letter duly signed by the Consultant, authorizing him / her to represent and attend the Bid opening on behalf of it. The authorized representative present having photo identification, shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the Bidder.

1	Opening of Prequalification Bid	Refer sub section 2.2 The meeting link will be published at www.NeGD.gov.in & CPP Portal
2	Opening of Technical Bid	The meeting link will be shared with the Contact Person (via email) of the shortlisted Bidders.
3	Technical Presentation & interviews (if any)	Online OR physical mode
4	Opening of Financial Bid	The meeting link will be shared with the Contact person (via email) of the shortlisted Bidders. The Contact person will need to share the details of members (max 2) who will join the same.

10.2 Preliminary Scrutiny

NEGD will scrutinize the offers received to determine whether they are complete and as per RFP requirement. The Bidders meeting the eligibility criteria will be taken forward to the next stage of evaluation i.e. technical evaluation.

First the Bid Security Declaration will be checked. Then, the Pre-Qualification Proposal Documents will be reviewed/evaluated and only those bidders who qualify the minimum requirements (Refer **Section 6** - Eligibility) specified in the RFP, will be eligible for technical evaluation. Technical Proposal and Financial Proposal of Bidders who do not meet the Pre-Qualification criteria will not be opened/entertained. All the supporting documents/documentary evidence must be attached as per specifications done in Eligibility criteria i.e. **Section 6** and relevant Annexure(s).

10.3 Technical Evaluation

The technical bid submitted will be evaluated by Evaluation Committee. The Evaluation committee would undertake a discussion / presentation with the consultants on the understanding of the key challenges before NEGD, proposed Approach and Methodology to be adopted, time frame for implementation of activities in NEGD. The technical capabilities and competence of the Consultants should be clearly reflected in the discussion / presentation. NEGD will inform the date, time and venue of the discussion / presentation to the Bidders that have met the eligibility criteria.

Based on the details submitted by the Consultancy firms in the Technical Proposal (*kindly submit proposal documents referring para 6.2. and scoring evaluation criteria / table given hereunder*) and the Discussion / Presentation with the Evaluation Committee of NEGD, the Technical Evaluation of the eligible Bidders will be carried out as furnished below:

	PARAMETERS	MAX MAR KS	SCORING CRITERIA
1	The bidder must have an average annual turnover INR 1.5 Crore in the last 3 financial years (FY 2019-20, 2020-21, 2021-22) (Refer Annexure 13)	15	<ul style="list-style-type: none"> Rs. 1.5 Crores: 5 Marks For every additional 25 lacs 5 marks
2	The bidder should have experience in implementation of similar COMPLETED project as described in eligibility criteria in past 10 years with project value of minimum Rs. 25 Crore or more. (Refer Annexure 5 and copy of work order and Completion Certificate - for each project)	15	<ul style="list-style-type: none"> One project with value of 25 Crores or more –05 Marks One project with value of 30 Crores or more – 10 Marks One project with value of 35 Crores or more – 15 Marks Similar COMPLETED projects with value above 5 Crores will be given 1 mark each.
3	Proven Experience in handling works which include AV systems like Projections over domes, Screens, interactive tables, LED screens, Projectors, Interactive screens, Kiosks, Speakers including parabolic focus speakers serving as audio zones, DMX controlled lighting works. (Refer Annexure 5 and copy of work order- for each project)	8	Each different type of exhibit in single or various projects will be given one mark each.

4	Firm Experience (Copy of registration Certificate)	15	<ul style="list-style-type: none"> • At Least 10 Years -5 Marks • More than 15 years-10 Marks • More than 20 years -15 Marks 	
5	Experience of Man Power (CV of resources as per Annexure 10)	12	In House Team leader with 20 year experience- 3 Marks Graphics designer- 2 Marks Landscape Architect 2 Marks Interior/Industrial/Exhibition Designer-2 Marks Audio Visual Expert- 1 Marks HVAC - 1 Marks Electrical Expert- 1 Marks	
6	Technical Presentation (bidder needs to submit copy of presentation in ppt/pdf format at designated email ID prior to the scheduled presentation)	35	Scoring will be done on the basis of: <ul style="list-style-type: none"> • understanding of project • Approach & Methodology, deployment plan, Operations and monitoring plan • Concept & innovative ideas • Quality of varied Immersive and experiential Digital technologies etc. 	
GRAND TOTAL		100	Minimum 70 marks required to qualify for further evaluation (i.e. to be a part of Financial Bid Opening)	

Bidders who are eligible as per the eligibility criteria and score at least 70 marks in technical evaluation criteria would be considered as technically qualified. NEGD, at its sole discretion, may also choose to lower the minimum score from 70 marks.

Note:

- a) Documentary evidence must be submitted for each criterion and undertaking or declaration made by the consulting firm must be on the company letter head and is to be signed by an authorized signatory.
- b) Completion Letter / Reference Letter from relevant Senior Executive of the client to be attached for each engagement reference mentioned.
- c) If any of the criteria information is not deducible from the submitted documents, marks will not be awarded in those criteria, though Tender Evaluation Committee can ask for clarifications on their own discretion.
- d) The above Submission should be provided with an index of relevant evidence.
- e) For providing evidence in case of criteria 2 and 3 actual photos etc to be also provided.

Financial Evaluation

- a. The marks scored in the technical bid which essentially rates the Bidder on **technical criteria will be given weightage of 80%. The financial bids will be given weightage of 20%**. The combined score of technical and financial will determine the ranking of the firms. In case of a tie in the combined score between Bidders, the Bidder with higher technical score will be given a higher rank. NEGD will appoint the top ranked consultant based on the ranking derived from the combined score. If technical and financial score are same then the bidder with more years of experiences of Team Lead will be considered.
- b. Bidders secured at least **70 or more** in technical evaluation will be eligible to participate in financial bid opening process. The Financial Bids (**i.e. Annexure 9**) of the technically qualified bidders will be opened on the prescribed date. Representatives of Bidders may witness the opening of financial bids.
- In Format given at **Annexure 9**, the Bidders are required to quote their total fee (exclusive of GST as applicable) for the assignment. This amount / quote is to be used for financial evaluation purpose and, award of Work Order (if selected).
- b. After opening of financials bids of eligible bidders, the financial scoring will be done.
- c. The lowest financial quoted rate will receive highest marks i.e. 100. Scoring to other higher quoted rate will be assigned using formula as below:

$$\text{Financial Score} = (\text{Lowest Quote among the Bidders} / \text{Quote of the Bidder}) * 100$$

- d. After weighted scoring of both technical and financial bids, they will be combined together and ranked. Highest scorer will secure Rank 1, then Rank 2 and so on.
- e. The Bidder with **Rank One** (most responsive bid) based on QCBS system will be selected as the most suitable Bidder using weightage of **80:20** for Technical and Financial respectively.
- f. A illustration for calculation of combined score is as under:

A	B	C	D	E	F	G	H	I
Sr.	Name of the bidder	Technical Score secured	Weighted Technical Score (Col. C*0.80)	Actual Financial Rate/ Quote (in %)	Financial Score (Lowest Rate/ Quoted Rate)* 100	Financial Score Weighted (Col. F*0.20)	Total score (Col. D+ Col. G)	Rank
1							Highest score	1
n.								

- g. If a Bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

- h. Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India (<https://doe.gov.in/sites/default/files/Predatory%20pricing%20-%20Abnormally%20Low%20Bids.pdf>) and for predatory pricing and abnormally low bids evaluations. And, any conditional bid would be rejected.
- i. Errors & Rectification: If there is a discrepancy between Words and Figures, the **Figure indicated in Words will prevail**".

10.4 Notification of Outcome

- a. NEGD will notify the Consultant in writing or email as soon as practicable, about the outcome of the RFP evaluation process. NEGD is not obliged to provide any reasons for any such acceptance or rejection. The decision of NEGD shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.
- b. NEGD will award the Contract to the Best Value Bidder, finalized as per the financial bidding process mentioned above.

10.5 Right to Accept / Reject Any or All Proposal(s)

NEGD reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NEGD action.

10.6 Contract Finalization and Award

- a. NEGD shall reserve the right to negotiate with the bidder whose proposal has been ranked best value bid on the basis of Technical & Financial Evaluation to the proposed Project.
- b. After NEGD notifies the successful bidder that its proposal has been accepted, NEGD shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder(s) between NEGD and the successful bidder.
- c. Prior to the expiration of the validity period, NEGD will notify the successful bidder in writing or through email, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidders' furnishing of Performance Bank Guarantee (**PBG**) of **Three Percent** of the **Total Work Order value**.

10.7 Failure to agree with the Terms & Conditions of the RFP

- a. Failure of the successful bidder(s) to agree with the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NEGD may award the contract to the next best value bidder or call for new proposals from the interested bidders at its own discretion
- b. In such a case, the NEGD may penalize with the suspension for participation in future procurement processes for a period of up to one year.

11 General Terms & Conditions

11.1 Adherence to terms & conditions

The Bidders who wish to submit their responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Bidders, such responses may be disqualified and may not be considered for the selection process.

11.2 Consultant's General Responsibilities

The Consultant shall, subject to the provisions of the assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.

The Consultant shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of NEGD.

The Consultant should provide professional, objective and impartial advice at all times and hold NEGD's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and while executing the assignment.

11.3 Sufficiency of Tender

The Bidders shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices before agreeing to the Terms and Conditions. The rates quoted by the Bidders shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Bidders should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/ contract amount without taxes, royalties and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment.

11.4 Execution of Service Level Agreement (SLA)/Non-Disclosure Agreement NDA

The selected Consultant will be required to execute the following within **10 days** from the date of intimation to the Consultant as stated in **clause 9.5** above:

- a. Service Level Agreement (SLA) which will include all the services and terms and conditions of the services to be extended as detailed here in and as may be prescribed or recommended by NEGD; and
- b. Non-disclosure Agreement(NDA)
 - i. Payment of stamp duty would be as per laws applicable in the State in which the SLA and NDA is executed.

- ii. The Consultant shall bear all costs and expenses for the execution, stamp duty and submission of the agreements. NEGD shall not be responsible or liable for reimbursing / compensating these costs and expenses.

If the selected Consultant differs / does not agree on any conditions / terms of the contract, NEGD shall have the right to appoint the next ranked Consultant without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.

Unless and until a formal SLA and NDA is executed, this Tender (RFP) together with the written acceptance of the Consultant thereof shall constitute binding Terms and Conditions between the Parties.

11.5 Tenure

The Consultant will be appointed for a period of **09 months** from the date of appointment, which *inter-alia* shall include the period of successful implementation. However, this would be subject to satisfactory performance during periodic reviews which would be solely adjudged by NEGD. In case the performance of the Consultant is deemed unsatisfactory, the contract will be terminated as per the provision of the “termination of contract” clause mentioned in this RFP.

11.6 No Commitment to Accept Lowest Financial Proposal by value

NEGD shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. NEGD reserves the right to make any changes in the terms and conditions of purchase. NEGD will not be obliged to meet and have discussions with any Consultant, and/or to listen to any representations unless there is change in the terms and conditions of purchase.

11.7 Payment Terms

NEGD will release the payment of the agreed Professional Fees to the selected Consultant after deduction of applicable taxes at source (if any).

No upfront payment will be made by NEGD to the Consultant.

If any of the items/ activities corresponding to which certain price as mentioned in the price Bid is quoted, are not taken up by NEGD during the course of this assignment, NEGD will not pay the professional fees quoted by the selected Consultant in the quotation against such activity/ item.

12 PAYMENT SCHEDULE

The agreed Contract Price (Lump sum amount after excluding for amount during construction stage) for Project shall be released to the Consultant for the services under the contract as under subject to the satisfaction of the Client:

Sr. No.	Activity	Percentage of Contract Price (%)
1	Stage 1: On submission of Inception Report	10%
2	Stage 2: On submission of Concept Plans, layout plans, preliminary proposal for the Client's approval along with the preliminary estimate of cost.	10%
3	Stage 3: On submission of Preliminary Drawings based on Concept Plan and Proposal approved by the Client	15%
4	Stage 4: On submission of detailed working drawings based on approved Preliminary Drawings including that of services, Specifications, BOQ and supporting documents, including completion of Tendering process	20%
5	Stage 5: Onboarding of Vendor and approval of Detailed Working drawings by the Client authority	20%
6	Stage 6: During Construction / implementation stage On pro rata basis	20%
7	Stage 7: On Completion of project, and submission of completion report.	5%

12.1 Penalty

If the selected Consultant fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiation, NEGD reserves the right to recover penalty @ 1.00% of the contract value per week or part thereof as Penalty for non-performance / delayed performance maximum up to 20 percent of the total contract value.

12.2 Taxes

TDS will be deducted from the payments to the Consultant as per applicable laws (if any). In lieu of that certificate will be provided by NEGD to the Consultant.

12.3 Applicable Law and Jurisdiction of Court

This RFP and the Contract with the selected Consultant shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Delhi. This clause may be read in conjunction with clause 12.10 (*Arbitration*)

12.4 Single Point of Contact

The selected Consultant should have a local office in Delhi and has to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone / mobile no. etc.

12.5 Authorized Signatory

The selected Consultant shall indicate the authorized signatories who can discuss and correspond with NEGD, with regard to the obligations under the contract. The selected Consultant shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/ Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/ contracts with NEGD. The Consultant shall furnish proof of signature identification for above purposes as required by NEGD.

12.6 Rights in Intellectual Property and Materials

All the rights relating to the Trade Marks and Copy Rights in respect of work generated by the Consultant on behalf of NEGD and paid for by NEGD shall vest with NEGD. Provided that NEGD would reimburse the Consultant for any sums of money paid for the assignment / licensing of the copyright by way of fees, charges, or otherwise as provided by the guidelines, regulations, rules, or policies of any professional body or association, with prior approval from NEGD.

In order to perform the services, the Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep NEGD harmless and indemnify NEGD from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.

All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to NEGD will be property of NEGD. The Consultant shall not be entitled, either directly or indirectly, to make use of the documents and reports given by NEGD for carrying out of any services with any third parties. Consultant shall not, without the prior written consent of NEGD be entitled to publish studies or descriptive articles, with or without illustrations or data, in respect of or in connection with the performance of services

The pre-existing intellectual property of the Consultant used in deliverables shall remain vested with the Consultant. Anything developed during the course of the project shall be owned by NEGD.

12.7 Confidentiality

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

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

- a. Relates to the Disclosing Party; and
- b. Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- c. Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- d. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by NEGD with the Consultant.
- e. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.

- f. Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to NEGD's data or data of NEGD projects, including but not limited to NEGD customers "or NEGD employees" personal data or such other information as NEGD is required by any law to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- g. Nothing contained in this clause shall limit Consultant from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Consultant shall at no point use NEGD's confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the Consultant hires another person, with the prior written permission of NEGD to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Consultant is bound to maintain the confidentiality.

The Consultant shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of NEGD

- a. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub- contractors and contractors is in accordance with the terms and conditions and requirements of this RFP;or
- b. Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything to the interests of NEGD or its customers or their projects.

In maintaining confidentiality hereunder the Consultant on receiving the Confidential Information and materials agrees and warrants that it shall:

- a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
- b. Keep the Confidential Information and Confidential Materials and any copies there of secure and in such a way so as to prevent unauthorized access by any third party
- c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform NEGD of such disclosure in writing and immediately return other Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- e. The Consultant who receives the Confidential Information and materials agrees that on receipt of a written demand from the Disclosing Party;
 - i. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the Receiving Party's possession or under its custody and control
 - ii. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers

- iii. to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
 - iv. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
 - v. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/ her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with
 - vi. The rights in and to the data/ information residing at NEGD's premises, including at the Disaster Recovery Centre even in the event of disputes shall at all times solely vest with NEGD
- f. This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:
- i. Was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
 - ii. Is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
 - iii. Is furnished by others to the receiving party without restriction of disclosure;
 - iv. Is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
 - v. Has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Consultant shall promptly notify NEGD of such requirement with a view to providing NEGD an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
 - vi. Was independently developed by the receiving party without the help of the Confidential Information.

On termination of the RFP and subsequent agreement, each Party must immediately return to the other Party or delete or destroy all Confidential Information of the other Party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and documentation that has been provided to NEGD which is contemplated for continued realization of the benefit of the services. Notwithstanding the foregoing, Consultant may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to NEGD's data or data of NEGD customers, including but not limited to the "NEGD Clients or Projects" or the "NEGD employees" personal data or such other information as NEGD is required by any law to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of NEGD and its disclosure under the contract shall not confer on the Consultant any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Consultant and NEGD.

NEGD shall use the deliverables only for internal use as per the agreement. Disclosure to third parties shall be after removing consultant's reference, except when the information is required for submission to statutory / regulatory authorities or its promoters.

12.8 Indemnification

- a. The Consultant (the "Indemnifying Party") undertakes to indemnify (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
- b. The indemnities shall be subject to the following conditions:
 - i. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - ii. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
 - iii. If the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

- iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. All settlements of claims subject to indemnification under this Clause will:
 - a. Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vi. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- ix. If a Party makes a claim under the indemnity set out under Clause 17.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

12.9 Termination

In the event of non-performance of the Consultant as decided by NEGD or any disputes or differences arising between the Parties hereto on any matter / provision set out in this RFP and subsequent Service Agreement for the selected Consultant, the Parties shall try to resolve the matter amicably inter se. The defaulting Party shall be given notice of 30 days to alter the situation and resolve the dispute or reverse the damage caused in any way.

In the event the defaulting Party does not comply with its obligations, on the termination of the notice period, the other Party shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.

Upon termination of the Agreement, the Consultant would promptly hand over to NEGD all deliverable items, including work-in-progress, all “as is where is” condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Consultant shall complete pending assignments and NEGD shall agree to settle the dues in respect of completed assignments, except if specifically instructed by NEGD to act otherwise. In such case, the payment due to the Consultant would be determined on the basis of the last completed milestone as per the programmeschedule.

NEGD would also have the right to terminate such SLA with one month’s notice without assigning any reason.

NEGD reserves the right to cancel the contract of the selected Consultant and recover expenditure incurred by NEGD in any of the following circumstances:

- a. The Consultant becomes insolvent or goes into liquidation voluntarily or otherwise.
- b. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- c. The progress regarding execution of the contract, made by the selected Consultant is found to be unsatisfactory.
- d. If deductions on account of Penalty exceeds more than 20% of the total contract price.
- e. If the selected Consultant fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- f. If the selected Consultant gets merged/ taken over by another firm.
- g. Breach of terms of Contract by the Consultant which in the opinion of NEGD is material.

Upon cancellation of the Agreement, the Consultant would promptly hand over to NEGD all deliverable items, including work-in-progress, all in “as is where is” condition subject to the mutual settlement of all money due and payable to them being paid.

12.10 Arbitration

Without prejudice to the right of NEGD to terminate the RFP/Contract and pursue other remedies under RFP/Contract, if a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed with the mutual consent of NEGD and the Consultant. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the Arbitration shall be Delhi. The Arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The decision of the Arbitrator shall be final and binding upon the Parties.

12.11 Dispute Resolution

- a) All disputes and / or differences between the Parties if any, arising out of or in connection with this RFP shall be settled mutually by the Authorized Representatives from both the parties.
- b) If the Parties are unable to resolve the dispute amicably, within 30 days from the reference of the dispute, it may be escalated to Secretary, Ministry of Electronics & IT (MeitY), Government of India.
- c) If the Parties are unable to resolve the dispute amicably, within 30 days from the reference of Secretary, MeitY; either party may refer the matter for arbitration. Disputes, differences or questions arising between in connection with this RFP that remain unresolved at the above-stated stage, including but not limited to the construction of this RFP or the rights, duties or liabilities of either party, will be settled by Arbitration.
- d) Arbitration of any dispute may be initiated by one party sending a written demand for Arbitration to the other party. This demand will specify the matter in dispute and request the appointment of an Arbitration Panel.
- e) The Arbitration proceedings will be conducted by the Arbitration and Conciliation Act of India, 1996. The site of the all judicial proceedings concerning this RFP shall be New Delhi. All expenses of the Arbitration shall be borne equally by the Parties unless the Arbitrators rule otherwise.
- f) Arbitration will be as per Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.

12.12 Publicity

Any publicity by the Consultant in which the name and logo of NEGD is to be used should be done only with the explicit prior written permission of NEGD.

12.13 Notices and other Communication

If a notice has to be sent to either of the Parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or courier or email duly transmitted, facsimile/ fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/ email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address). Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

12.14 Written Notice of change in name, form or control of either Party

The Consultant shall provide NEGD with prompt 30 days prior written notice of any proposed change in Consultant's name, ownership, or form of organization. The Consultant shall also provide NEGD with prompt written notice and in any event within a period of 30 days of the occurrence of any event, which could jeopardize or materially impact its ability to perform its obligations under this Agreement in a timely manner.

12.15 Violation of Terms

NEGD shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Consultant from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies NEGD may have at law or inequity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

12.16 Limitation of Liability

Save and except as provided in “Terms of Compensation” and “Termination” herein, neither Party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this Agreement.

The Consultant’s aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, to otherwise), shall be at actual and limited to the Contracted Value under the applicable statement of work.

NEGD shall not be held liable for and is absolved of any responsibility or claim/ litigation arising out of the use of any third party software or modules supplied by Consultant as part of procurement under the RFP. It is expressly agreed between the Parties that for any event giving rise to a claim, NEGD shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Consultant.

NEGD will not be responsible for loss or corruption of data. Bidder will take adequate measures to maintain backup of data.

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings).

12.17 Survival

Any provision of the Contract/ this RFP (if any) which, either expressly or by implication, survive the termination or expiry of the Contract, shall be complied with by the Parties in the same manner as if the Contract/ RFP is valid, subsisting and in full force and effect.

In the event of the Termination of the Agreement (with the selected Bidder) in whole or in part, the Clauses titled “Compensation”, “Rights in Intellectual Property and Material”, “Indemnification”, “Confidentiality”, and “Limitation of Liability” shall survive and continue in effect and shall ensure to the benefit of and be binding upon both the Parties, their successors and assigns.

12.18 Severability

Each of the above restrictions is separate and severable from the other. Any provision, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

12.19 No Agency

The Service(s) of the successful Bidder herein shall not be construed as any agency of NEGD and there shall be no principal agency relationship between NEGD and the successful Bidder in this regard.

12.20 Corrupt and Fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Consultants/Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of NEGD and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive NEGD of the benefits of free and open competition.

NEGD reserves the right to reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. NEGD reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per NEGD's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

12.21 Adherence to Standards

The selected Consultant should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

NEGD reserves the right to conduct an audit/ ongoing audit of the consulting services provided by the selected Consultant. NEGD reserves the right to ascertain information from other institutions to which the Consultants have rendered their services for execution of similar programs.

12.22 Conflict of interest

The Consultant shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to NEGD all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the services after it becomes aware of that conflict.

12.23 Non-solicitation

The selected Consultant, during the term of the contract and for a period of one year thereafter shall not without the express prior written consent of NEGD, directly or indirectly:

- a. Recruit, hire appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by NEGD in rendering services in relation to the contract; or
- b. Induce any person who shall have been an employee or associate of NEGD at any time to terminate his/ her relationship with NEGD.

12.24 No Employer Employee Relationship

The selected Consultant or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with NEGD or any of its employees / officers / staff / representatives / personnel / agents.

12.25 Vicarious Liability

The selected Consultant shall be the principal employer of the employees, agents, contractors, sub- contractors etc., engaged by the selected Consultant and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in NEGD shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected Consultant, for any assignment under the contract. All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub- contractors etc. of the selected Consultant shall be paid by the selected Consultant alone and NEGD shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Consultant's employees, agents, contractors, subcontractors etc. The selected Consultant shall agree to hold NEGD, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to NEGD through the action of selected Consultant's employees, agents, contractors, subcontractorsetc.

12.26 Other Conditions

It is clarified, as and by way of abundant caution that NEGD will have all ownership and / or license rights on all the ideas, concepts, proposals, etc. developed by the Consultant during the course of this assignment as specified in the RFP and paid for by NEGD.

NEGD reserves the right to negotiate any aspect of proposal with any Consultant and negotiate with more than one Consultant at a time after the RFP closes to improve upon or clarify any response or bid proposal.

NEGD reserves the right to ask some or all consultants for clarification of their offer to assist in the scrutiny, evaluation and comparison of offers and based on this, disqualify the Consultant whose clarification is found not suitable for the proposed project.

NEGD reserves the right to share the information/clarifications provided in response to RFP by any Consultant, with any other Consultant(s)/others, in any form.

12.27 Representations and Warranties

The Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a. Bidder has been in existence in India prior to April 01, 2012/ bid submission date and has the requisite qualifications, skills, experience and expertise in providing the service(s), the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service(s) sought by NEGD.
- b. That the Bidder is not involved in any major litigation and no litigation or investigation is threatened against the Bidder. That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the RFP/Contract.
- c. That the representations made by the Bidder in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and RFP and unless NEGD specifies to the contrary, the Bidder shall be bound by all the terms of the bid. The Bidder has not suppressed any information, which is within the knowledge of the Bidder.
- d. That the Bidder meets the requisite eligibility criteria as set out hereinabove and has the requisite professional skills, personnel and resources/authorizations that are necessary for providing / rendering all such service(s) as are necessary to perform its obligations under the bid and this Contract
- e. That the Bidder shall ensure that all assets including but not limited to software, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
- f. That the Bidder shall use such assets of NEGD as NEGD may permit for the sole purpose of execution of its obligations under the terms of the bid, or the Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- g. That the Bidder shall procure all the necessary permissions and requisite authorities approvals, consents, no objections and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon, and shall keep NEGD, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.

- h. That all the representations and warranties as have been made by the Bidder with respect to its bid and the Contract, are true and accurate, and shall continue to remain true and accurate through the term of theContract.
- i. That the execution of the service(s) herein is and shall be strictly in accordance and in compliance with all applicable laws, as amended from time to time, the regulatory framework governing the same and the good industrypractice.
- j. That there are – (a) no legal proceedings pending or threatened against Bidder or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or its team members by any statutory or regulatory or investigativeagencies.
- k. That the Bidder has the corporate power / power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action / action to authorize the execution, delivery and performance by it of theContract.
- l. That all the conditions precedent under the Contract have beencomplied.
- m. That neither the execution and delivery by the Bidder of the Contract nor the Bidder’s compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable laws or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions, provisions or stipulations of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Constitutional Documents (if applicable) of theBidder.
- n. That the Bidder certifies that all registrations, recordings, filings and notarizations of the contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made by him/her/it.
- o. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of NEGD, which may directly or indirectly have a bearing on the Contract orservice(s).

12.28 Relationship between the Parties:

Nothing in the Contract constitutes any fiduciary relationship between NEGD and successful Bidder/its team or any relationship of employer - employee, principal and agent, or partnership, between NEGD and the successful Bidder.

No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.

NEGD has no obligation to the successful Bidder except as agreed under the terms of the Contract. All employees/personnel/ representatives/agents etc., engaged by the successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the successful Bidder and the successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall NEGD be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the successful Bidder.

The successful Bidder shall disclose to NEGD in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the services as soon as practical after it becomes aware of that conflict.

The successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless NEGD first gives the successful Bidder its prior written consent.

12.29 Force Majeure

Definition

- i. For the purposes of this engagement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include:
 - a. Any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
 - b. Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Engagement, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

Annexure 1: Bid Security Declaration

To,
The Director, Finance & CB
NeGD, Electronics Niketan,
6 CGO Complex,
Lodhi Road, New Delhi-110003

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFP Number for <<Name of the assignment>> (hereinafter called "the Bid") to NEGD (hereinafter called 'the Purchaser').

I/We, hereby, accept that I/We will not withdraw or modify our bid during the bid validity period (180 days from submission date). I/We understand that on violation of this declaration, I/We may be penalized with suspension for participation in future for a period of up to one year.

(Authorized Signatory/ies of the Bidding Agency)

Seal:

Date:

Annexure 2: Checklist for Submission of Response to RFP

Below table summarizes the list of mandatory documents to be submitted mandatorily with Pre-qualification.

Note: All documents including annexure must be properly marked, signed and sealed and placed in the above mentioned order.

We have not masked any document in the proposal document.

	Documents to be submitted	Yes/No	Ref. Page No.
1	Bid Security Declaration (as per Annexure 1)	Yes/No	
2	Undertaking regarding agreement of all terms of RFP (as per Annexure 3)	Yes/No	
3	Tender submitted in Three bid in addition to Bid Security Declaration	Yes/No	
4	Submitted documents in pre-qualification/Eligibility criteria (As Per Annexure 4)		
	i. Copy of Certificate of Registration/ Incorporation/ Constitutional Document / Proof of implementation of the projects in India	Yes/No	
	ii. Copy of PAN	Yes/No	
	iii. Copy of Tax Registration including GST	Yes/No	
	iv. Bid signed and stamped by authorized signatory on all pages	Yes/No	
	v. Proof of Valid Registration with Council of Architecture	Yes/No	
	vi. Project Experience details with copy of work order	Yes/No	
	vii. CV of Resources	Yes/No	
	viii. Average Annual Turnover Certificate	Yes/No	
	ix. Declaration as per Annexure 7	Yes/No	
	x. Declaration as per Annexure 8	Yes/No	
	xi. Declaration as per Annexure 6	Yes/No	

SIGNATURE - Authorized Signatory

Date:

Full name and designation and, contact details

(Seal of organization)

Annexure 3 - Undertaking regarding agreement of all terms of RFP

To,

Director, Finance &CB
NeGD, Electronics Niketan
6, CGO Complex, Lodhi Road
New Delhi – 110003

Dear Sir,

- 1) Having examined the RFP No..... including all Annexures, Forms and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned qualify the eligibility criteria and offer to provide the services as mentioned in the "Request for Proposal" and the other schedules of requirements and services for NEGD in conformity with thisRFP.

Sr. No.	Particulars	Details
1	Name of Bidder	
2	Registered Address	
3	Website address	
4	Nature of entity (partnership/ private/ public etc.)	
5	Name of Partners / Directors	
6	Date of Incorporation	
7	Details of authorized contact person	
8	Name	
9	Designation	
10	Telephone nos	
11	Mobile no	
12	Email Address	
13	Fax no	

- 2) We confirm that the corrigendum(s) issued from time to time by NEGD have also been taken into consideration, while submitting this undertaking letter.
- 3) We confirm that we have the in-house capabilities to complete the assignment mentioned under this RFP on our own and not through any associate.
- 4) We confirm that we have the technical capabilities to deliver all the requirements of the above mentioned RFP.

- 5) We hereby certify that we have provided all the information requested by NEGD in the format requested for. The information provided is correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false / not correct or in a different format, NEGD shall have the absolute right to take any action as deemed fit without any prior intimation tous.
- 6) We agree to abide by the terms of this Tender from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
- 7) If our Proposal is accepted, we undertake to complete and deliver the whole of the works comprised in the RFP; comply with the delivery schedule as mentioned in the RFP and agree to abide by the General Terms and Conditions.
- 8) We agree to abide by this Financial Proposal for 180 days from the date of the submission of proposal and our Offer shall remain binding on us and may be accepted by NEGD any time before expiry of the offer.
- 9) Unless and until a formal Agreement is executed, this Tender together with our written acceptance thereof shall constitute binding Terms and Conditions between NEGD and us.
- 10) We understand that the Request for Proposal (RFP) does not commit NEGD to reimburse the Bidder for any costs incurred in submission of this proposal. All statements in this RFP and any pre-contract negotiations, understandings and agreements resulting from this RFP are preliminary; consequently, NEGD has no obligation to us until a written contract is executed.
- 11) We agree that NEGD is not bound to accept the lowest or any Bid NEGD may receive.
- 12) We understand that NEGD has the right, without assigning reasons thereof, to
 - i) Reject, amend, and modify any condition contained in the RFP.
 - ii) Terminate this RFP.
 - iii) Negotiate with one or more Participants.
 - iv) Not award the assignment to any of the Participants and / or recommence the entire process.
 - v) Contract with one or more Participants for any reasons whatsoever.
 - vi) Modify the requirements and terms of this RFP and request revised proposals from some or all of the Participants.

Signature of Authorized Person of Bidder

Full Name & Designation of Authorized Person

Date:

Seal of Bidder

Annexure 4 – Eligibility / Pre-qualification Bid

Sr. No.	Details	Supporting Documents to be submitted	Page No.
1	Date of registration / incorporation / presence in India	Attached -Certificate of Incorporation / Constitutional Documents / Proof of implementing projects in India	
2	A functional office in Delhi NCR.	Address Proof - Electricity /Phone Bills/ Rent or lease agreement / Self Declaration by Authorized Signatory on Bidder's Letter Head	
3	Financial Strength	CA Certificate Audited Annual Accounts for the last three years	
4	Past Experiences (Completed Projects)	Work Order and Client Completion Certificate	
5	In House Experts	Curriculum Vitae Degree certificate	
6	Non Blacklisting	Self-Certification as per the format	
7	The Bidder should not be owned or controlled by any Director or Employee (or Relatives) of NEGD.	Self-Declaration by the Bidder on Company's letter head (Annexure 7)	
8	The Bidder should not have been penalized or found guilty in any court of law and the consultant shall not have been blacklisted / debarred by any Central Government Ministry/State Government/ any other regulatory authority. Further the bidder or any successor does not have any legal, civil, criminal, taxation and other cases pending against it that may have any impact affecting or compromising the delivery of the services required.	Self- Certification by the Bidder on Bidder's letter head to be provided. However, NEGD would have the right to independently verify the same. (Annexure 8)	
9	The company / firm and director / partners have not defaulted to any Government entity within the jurisdiction of India.	Self- declaration as per the format (Annexure 6)	
10	Ownership and nature of entity	Public, partnership, subsidiary etc.	

Annexure 4 – Eligibility / Pre-qualification Bid

Sr. No.	Details	Supporting Documents to be submitted	Page No.
11	Income Tax returns for past three years.	IT Returns	
12	Board resolution (in case of company) or Power of Attorney authorizing the authorized signatory to sign on behalf of the Bidder.	Board resolution (in case of company) or Power of Attorney	

Annexure 5 – Format for Relevant Engagements

Please use the format below to provide information for which your firm was legally contracted for carrying out consulting assignment.

(Use separate sheet for each client)

Name of the project	
Name of the Client	
Name of contact person of client: Designation : Telephone no. & email address:	
Project location	
Project Area in Sqm	
Project cost (in Rs.)	
Consultancy fee (in Rs.)	
Project status (ongoing / completed)	
Start Date	
Completion Date	
Narrative description Highlighting special feature of the Project	
Description of Services provided:	

Completion Letter from relevant Senior Executive of the client to be attached for each engagement reference mentioned

Signature of Authorized Person of Bidder

Full Name& Designation of Authorized Person

Date:

Seal of Bidder

Annexure 6– Declaration: No default on any project in jurisdiction of India

(On letterhead of the consultant duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that (Name of Bidder) has not defaulted under any of the contracts which we have entered with any other organization within the jurisdiction of India.

Name:
Designation:
Date:

Annexure 7 – Declaration: No Ownership or Control of NEGD Employees (or relatives)

(On letterhead of the Bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that (Name of Bidder) is not owned or controlled by any Director or Employee (or Relatives) of NEGD.

Name:
Designation:
Date:

Annexure 8 – Declaration: Not penalized or Found Guilty in any Court of Law

(On letterhead of the Bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the (name of consulting firm / company) or any successor has not been penalized or found guilty in any court of law and the (firm / company) or any successor has not been blacklisted / debarred by any Central Government Ministry / State Government / any other regulatory authority under:

- Prevention of Corruption Act, 1988 in last three years from bid submission date
- The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract in last two years from bid submission date

Further, this is to certify that (name of consulting firm/company) or any successor does not have any legal, civil, criminal, taxation and other cases pending against it that may have any impact affecting or compromising the delivery of services required.

Name:
Designation:
Date:

Annexure 9 – Financial Bid format

Component	ItemDescription	Unit	TOTAL COST (IN INR)
1	Architecture and PMC services for Establishment of `Centre for e-Governance' (CeG) at Electronics Niketan, New Delhi	1	
		TotalCost(In Figures)	
		TotalCost[inWords]	

The cost shall be exclusive of GST. Actual GST / Taxes will be as per prevailing Government rates at the time of billing. All other relevant taxes will be borne by the agency.

Signature of Authorized Person of Bidding firm / company
Full Name & Designation of Authorized Person
Name of the Bidding firm / company
Date:

Annexure 10 – Format for CV

Proposed Position for the Project					
Name of Resource:					
Date of Birth:	dd/mm/yyyy				
Country of Citizenship/Residence					
Countries where the resource has worked					
Areas of expertise relevant to the RFP					
Overall experience (In Years)	Total	Architecture designing	HVAC	Electrical	Interior Designing
Any professional certification/license (if so fill the details with certification/license numbers etc)					

Education:

Degree Obtained	University/Institution	Year Obtained

Employment record relevant to the assignment: -

Period	Employing organization & resource title / position. Contact information for references	Country	Client Type (Government /PSU/Corporate)	Summary of activities performed relevant to the Assignment

Language Skills:

Languages:	Language	Speaking	Reading	Writing

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Expert will be involved)	<p>Note: Those CVs that do not provide the following critical information may be considered non relevant.</p> <p>a. Experience in handling similar projects/assignment</p> <p>b. Working with State/Central government/PSUs on relevant projects</p> <p>e. Implementing relevant projects.</p> <p>Name of Assignment: Year: Location: Client: Main project features: Position Held: Activities Performed:</p> <p>Name of Assignment: Year: Location: Client: Main project features: Position Held: Activities Performed:</p>

Resource contact information : (e-mail , phone)

Certification:

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

Name of Resource:

Signature:

Date:

DD/MM/2022

Representative of the Bidder

Signature:

Date:

DD/MM/2022

Annexure 11 –Integrity Pact

INTEGRITY PACT

To,

The Director, Finance &CB,
NeGD, Electronics Niketan,
6, CGO Complex Lodhi Road,
New Delhi – 110003

Subject: Submission of Tender for the work.....

Dear Sir,

I/We acknowledge that NEGD is committed to follow the principle of transparency, equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Request for Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the RFP.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence, when tender/bid is finally accepted by NEGD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NEGD shall have unqualified, absolute and unfettered right to disqualify the tenderer/Bidder and reject the tender/bid in accordance with the terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the Bidder and same signatory competent / authorized to sign the relevant contract on behalf of NEGD.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this.....day of20.....

BETWEEN

NEGD, a not for profit Company set up by Ministry of Electronics and Information Technology (MeitY), Govt. of India, under Section 8 of Companies Act and having its registered office at Electronics Niketan, Lodhi Road, New Delhi in the State of Delhi

(Hereinafter referred as “NEGD”, which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND

.....
(Name and Address of the Firm/ Company

.....
Through (Details of duly Authorized signatory)

(Hereinafter referred to as the “Bidder/Contractor”, which expression shall, unless repugnant to the meaning or context here of include, its successors and permitted assigns)

NEGD/NEGD and the Bidder/Contractor are collectively referred to as “parties” and individually referred to as “party”.

Preamble

WHEREAS NEGD has floated the Tender for (.....Name of Work) (Hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for hereinafter referred to as the “Contract”.

AND WHEREAS NEGD values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses asunder:

Article 1: Commitment of the NEGD

- 1) NEGD commits itself to take all measures necessary to prevent corruption and to Observe the following principles:
 - (a) No employee of NEGD, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) NEGD will, during the Tender process, treat all Bidder(s) with equity and reason. NEGD will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) NEGD shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If any information comes to the notice of NEGD on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, NEGD will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and forthwith report NEGD about all suspected fraudulent act or corruption or coercion or collusion of any person connected with the tender process which it has knowledge or becomes aware any time, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder/Contractor commits himself/itself to take all measures necessary to prevent corruption. He/it commits himself/itself to observe the following principles during his/its participation in the Tender process and during execution of the Contract:

- a) The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of NEGD's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder/Contractor shall not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by NEGD as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one bidder, he shall not be allowed to quote on behalf of another bidder along with the first bidder.
 - e) The Bidder/Contractor will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder/Contractor will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the process to the detriment to the interests of NEGD.

5) The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against NEGD and/or other bidder(s)/contractor(s). Coerce practices mean the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to NEGD under law or the Contract or its established policies and laid down procedures, NEGD shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold NEGD's absolute right:

1) If the Bidder / Contractor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, NEGD at its discretion, is entitled to disqualify the Bidder/Contractor from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes after giving 14 days' notice to the contractor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by NEGD

. Such exclusion may be forever or for a limited period as decided by NEGD.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If NEGD has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), NEGD apart from exercising any legal rights that may have accrued to NEGD, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If any act/omission or conduct of a Bidder or contractor conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of NEGD, or if NEGD has substantive suspicion in this regard, NEGD shall be at liberty to inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tenderprocess.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding threeyears.
- 3) Without prejudice to any other legal rights or remedies available to NEGD under the relevant clauses of the tenderdocument.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact.
- 2) NEGD will enter into Pacts on identical terms as this one with all Bidders andContractors.
- 3) NEGD will disqualify Bidders, who do not submit, the duly signed Pact, along with the Tenderor violate its provisions at any stage of the Tender process, from the Tenderprocess.

Article 6 - Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, NEGD.

Article 7 - Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of NEGD, who has floated the Tender, islocated.
- 2) Changes and supplements need to be made inwriting.
- 3) If the Contractor is a partnership, this Pact must be signed by all the partners. In case of a Company/LLP, the Pact must be signed by a representative duly authorized by boardresolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by NEGD in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8 - LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of NEGD)

..... (For and on behalf of Bidder/Contractor) WITNESSES:

1.(Signature,nameandaddress)

2.(Signature,nameandaddress)

Place:

Dated:

The right of the _____, to recover from NEGD any amount not exceeding Rs _/- (Rupees _____ Only) under this guarantee shall not be affected or suspended by reason of the fact that the dispute or disputes have been raised by the _____ with regard to their liability or the proceedings are pending before any Tribunal/Arbitrators/Court, with regard thereto or in connection therewith.

NEGD further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the Performance of the said Purchase Order and that it shall continue during its currency to be enforceable till all the dues of the _____, under or by virtue of the said Purchase Order have been fully paid and its claim satisfied and discharged or till the _____, or their duly authorised _____ officer certifies that the terms and conditions of the said Purchase Order have been fulfilled by the said Supplier and the _____, discharges the guarantee or till expiry of NEGD Guarantee whichever is earlier.

Unless a demand under or regarding or in connection with this guarantee is made on NEGD in writing on or before **Expiry** _____ we shall be relieved and discharged from all liability under **Date i.e** _____ this guarantee thereafter.

NEGD further agrees with the _____, that the _____, shall have the fullest liberty without NEGD's intimation and consent and without affecting in any manner, NEGD's obligations hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of Performance by from time to time or to postpone from any time or from time to time, any of the power exercisable by the _____, against the said _____ and to forbear or enforce any of the terms and conditions relating to the Purchase Order and NEGD shall not be relieved, discharged or released from their liability by reasons of any such variations, or extension or postponement being granted to the _____ or for any forbearance, act or omission on the part of the _____ or any indulgence by the _____ to the _____ or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of relieving NEGD.

NEGD also agrees that _____, at its option shall be entitled to act as if NEGD are debtors in respect of all claims _____ the principal hereby guaranteed by against the _____ NEGD as aforesaid and the _____

Bank hereby expressly waive all their rights of suretyship and other rights and defence pleas to which NEGD as

Guarantor and/or the _____ may be entitled to.

Subject to the maximum limit of the Bank's liability as aforesaid i.e. Rs. /- (Rupees

_____ Only) **Bank Guarantee No.:** _____, **Date:** _____ this guarantee will cover all _____, claim or claims from time to time arising out of or in relation to the said Purchase Order and in respect of which the _____, demand or notice is made on NEGD on or before the date of expiry of this guarantee.

This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantee thereto for given to the _____, by NEGD (whether jointly with other or severally) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

This guarantee shall not be affected by any change, substitution, alteration or modification in the constitution of the

_____ or NEGD nor shall it be affected by any change in the _____, constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated/reconstructed _____, or concern.

It shall not be necessary for the _____, to proceed against the _____ before proceeding against NEGD and the guarantee herein contained shall be enforceable against NEGD notwithstanding any security which the _____, may have obtained or obtain from the _____ at any time not exceeding the validity period of the guarantee or when proceedings are taken against NEGD hereunder be outstanding or realized.

NEGD lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the _____, in writing.

Notwithstanding anything contained herein above the liability under this guarantee is restricted to a sum not exceeding Rs. _____ /- (Rupees Only). The guarantee shall remain valid till **Expiry date.**

_____. Unless a demand under this guarantee is received by NEGD on or before **(One Year)**, all the rights of the _____, under this guarantee shall be forfeited and NEGD shall be released and discharged from all liabilities hereunder irrespective of whether or not the original Bank Guarantee is returned to us

At _____, this

**For _____ Bank Ltd
_____ Branch**

Authorized Signatory

Authorized Signatory

Annexure 13 –Positive Net worth and Revenue from Consulting Services

Description	TurnoverintheLastThreeFinancialYears–Audited			
	FY2019-20	FY 2020-21	FY 2021-22	Average Annual Turnover
Turnover				
Networth				
Profit				

Name:
 Designation:
 Date

Note:- Certificate of CA should be enclosed.