

**F. No.: N-21/142/2025-NeGD**
**05.01.2026**

No. ....

Date .....

**Subject: Notification of Empanelment under the Request for Empanelment (RFE) of “Multi-Channel Conversational Messaging API Solution Providers”, floated at Central Public Procurement Portal (CPPP) vide Tender ID 2025\_DIT\_882655\_1 dated 24<sup>th</sup> October 2025**

Reference to the subject, bids were invited from Multi-Channel Conversational Messaging API Solution Providers for delivering the scope of work as outlined in the RFE document.

2. In response to the above RFE, bids were received from multiple agencies for providing multi-channel messaging and conversational AI/API-based citizen engagement services.
3. Based on the received bids, evaluation of eligibility criteria, technical presentations, platform demonstrations, financial submissions and agreement on the L1 man-days discovered under each category of the work, the following agencies are empanelled for the period of three (3) years and may be extended for an additional period of up to two (2) years at the behest of the NeGD or the competent authority.

S.N.	Agency Names	Category of Empanelment
1	Business Intelligence Professionals Private Ltd	
2	Netcore Cloud Private Limited	
3	Karix Mobile Private Limited	Multi-Channel Conversational Messaging API Solution Provider
4	Onextel Limited	
5	Pinnacle Teleservices Pvt Ltd	

The contact details of the empanelled agencies, the discovered man-days for identified categories of work and further details including general terms and conditions are enclosed at Annexure 1, Annexure 2 and Annexure 3 respectively.

The Central Government Ministries/Departments, State Government Departments, public sector undertakings and their organisation(s) can make use of this empanelment for award of work.

  
 (Sunil Sharma)  
 Director, National e-Governance Division

## Annexure – 1

The contact details for reaching out the officials are as follows:

<b>Empanelled Agency Name:</b> Business Intelligence Professionals Pvt. Ltd. (Bipros)		
<b>Particulars</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>
Name	Sesha Sharabya Nanda	Ashutosh Tripathy
Designation	Principal Consultant	Manager, Product Management
Company Name	BIPROS	BIPROS
Address	Unit-801-804,8th Floor,Dlf Cybercity, Patia-751024, Bhubnaeswar, Odisha	Unit-801-804,8th Floor,Dlf Cybercity, Patia-751024, Bhubnaeswar, Odisha
Mobile Number	9777440244	8093856050
Email ID	<a href="mailto:seshasharabya.nanda@bipros.com">seshasharabya.nanda@bipros.com</a>	<a href="mailto:ashutosh.tripathy@bipros.com">ashutosh.tripathy@bipros.com</a>

<b>Empanelled Agency Name:</b> Netcore Cloud Private Limited		
<b>Particulars</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>
Name	Nikhil Singh	Ashwini Kumar
Designation	Assistant Vice President	Vice President
Company Name	Netcore Cloud Private Limited	Netcore Cloud Private Limited
Address	8th Floor , Peninsula Tower , Peninsula Corporate Park Ganpatrao Kadam Marg, Lower Parel Mumbai -400013	8th Floor , Peninsula Tower , Peninsula Corporate Park Ganpatrao Kadam Marg, Lower Parel Mumbai -400013
Mobile Number	8860511666	9667389797
Email ID	<a href="mailto:nikhil.singh@netcorecloud.com">nikhil.singh@netcorecloud.com</a>	<a href="mailto:ashwini.kumar@netcorecloud.com">ashwini.kumar@netcorecloud.com</a>

<b>Empanelled Agency Name:</b> Karix Mobile Pvt. Ltd.		
<b>Particulars</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>
Name	Shantanu Sinha	Sumit Chauhan
Designation	Associate Director - Sales	Sr. Director - Sales
Company Name	Karix Mobile Pvt. Ltd.	Karix Mobile Pvt. Ltd
Address	Unit No: 605, 6th Floor, Emaar Capital Tower 1, Mehrauli – Gurgaon Road, Sikandarpur, Sector 26, Gurugram – 122002	Unit No: 605, 6th Floor, Emaar Capital Tower 1, Mehrauli – Gurgaon Road, Sikandarpur, Sector 26, Gurugram – 122002
Mobile Number	9810289896	9910632826
Email ID	<a href="mailto:shantanu.sinha@karix.com">shantanu.sinha@karix.com</a>	<a href="mailto:sumit.chauhan@karix.com">sumit.chauhan@karix.com</a>




**Empanelled Agency Name:** Onextel Limited

Particulars	Primary Contact	Secondary Contact
Name	Manisha Mourya	Amit Baboo
Designation	Manager (Govt. Sales)	Director (Govt. Sales)
Company Name	Onextel Limited	Onextel Limited
Address	C-802, ATS Bouquet, Sector 132, Noida, U.P. – 201308	C-802, ATS Bouquet, Sector 132, Noida, U.P. – 201308
Mobile Number	8826641500	9540761616
Email ID	<a href="mailto:manisha.mourya@onextel.com">manisha.mourya@onextel.com</a>	<a href="mailto:ab@onextel.com">ab@onextel.com</a>

**Empanelled Agency Name:** Pinnacle Tele Services Private Limited

Particulars	Primary Contact	Secondary Contact
Name	Mayank Kumar	Payal Padia
Designation	Assistant Vice President - Govt. Sales	Tender Executive
Company Name	Pinnacle Tele Services Private Limited	Pinnacle Tele Services Private Limited
Address	Pinnacle Telesservices Pvt Ltd, Iris Tech Park 404 A & B, Badshahpur Sohna Rd, Sector 48, Gurugram, Haryana 122018	"Pinnacle House" 7-Nawab Layout, Tilak Nagar ,Nagpur 440010 MH.
Mobile Number	+91 98103 52467	+91 80877 86597
Email ID	<a href="mailto:mayank.kumar@pinnacle.in">mayank.kumar@pinnacle.in</a>	<a href="mailto:tenders@pinnacle.in">tenders@pinnacle.in</a>



## Annexure – 2

**Table 1:** Man-days discovered for each category identified under the empanelment are as follows:

Category	Expected Activities (not limited to)	L1 Man-days
API readiness and integration	<b>Category 1:</b> Government API Testing Setup of Database Building Flow for Services Building Backend for the Flows Integration of the Database with the Backend Application Integration of Department APIs and validation Testing of the Services and UAT/ Production Migration	3
	<b>Category 2:</b> Configuration of Payment Gateway Testing of Payment Gateway Services Setup of Payment Gateway Service Integration of Payment Gateway Service	4
Category 3: Integration of Voice + Text Feature		
	<b>Category 4:</b> Multilingual (Voice + Text ) for 1 regional language other than Hindi and English	3
Category 5: API Development (Department)		5
	Building Dynamic KPI and role based Dashboard	10
Visibility	Testing Dashboard	
	Deployment of Dashboard	

**Table 2:** Role-wise manpower Cost as defined in the RFE

Sl. No.	Type of Role / Resource	Qty	Man-day rate (₹) Excl. GST	Multiplying factor	Monthly Rate Excl. GST
1	Project Manager	1	11,000	30	3,30,000
2	Business Analyst	1	11,000	15	1,65,000
3	Solution Architect	1	11,000	30	3,30,000
4	UX Designer	1	11,000	15	1,65,000
5	Backend Developer	1	11,000	18	1,98,000
6	Frontend Developer	1	11,000	15	1,65,000
7	QA/Test Engineer	1	11,000	10	1,10,000
8	AI/ML Engineer	1	11,000	22	2,42,000
9	BI Report Developer	1	11,000	12	1,32,000
10	Cloud/DevOps Engineer	1	11,000	18	1,98,000

1. A blended man-day rate of INR 11,000 + GST shall be applied for all development activities, with an annual increment of 5% applicable year-on-year.
2. Platform Setup Cost - The platform setup cost shall be factored under the API Readiness and Integration section. No separate cost component shall be quoted for platform setup activities.
3. Operation and Maintenance (O&M) Cost - The O&M cost shall be calculated at 20% of the total development cost (table 1), covering ongoing maintenance, monitoring, and support services.
4. Messaging Cost - The cost of messaging for Marketing, Utility, Authentication, and Service Conversations shall be determined as per the standard rate structures published by the respective platform providers (e.g., Meta, Zoho, Telegram, etc.).



## Annexure 3 – General Details

### 1. Introduction

The National e-Governance Division (NeGD), under the Ministry of Electronics and Information Technology (MeitY), is the primary institution responsible for driving digital transformation initiatives across India. NeGD has been instrumental in developing and managing several national digital public platforms such as DigiLocker, Entity Locker, UMANG, OpenForge, API Setu, myScheme, India Stack Global, Meri Pehchaan, and UX4G. Its responsibilities span programme management, technology management, policy support, capacity building, impact assessment, citizen engagement, and knowledge management, thereby acting as the strategic and execution backbone for India's digital governance ecosystem. NeGD supports central and state government departments in adopting emerging technologies for improving citizen service delivery.

Given the rapid adoption of conversational messaging platforms for citizen engagement and the growing demand from departments to enable services on these channels, NeGD proposes to empanel multi-channel Conversational Messaging Providers (CMPs) Business/Technology Partners who will support multiple government entities in leveraging conversational messaging APIs across platforms. This empanelment will enable departments to issue specific work orders to the empaneled CMPs for implementation of services, ensuring faster rollout, adherence to security standards, and economies of scale. The solution must be platform-agnostic, interoperable across popular and emerging channels (e.g., WhatsApp, Arattai, Telegram, Signal, RCS, SMS, in-app chat, or future AI-based assistants)."

### 2. Scope of Work (not limited to)

The scope of work under this empanelment is indicative and non-exhaustive. The selected Service Provider(s) shall provide end-to-end multi-channel conversational messaging solutions, integration, and support for projects under NeGD, DIC (such as DigiLocker, UMANG, Poshan Tracker, etc.), and extendable to all Central Ministries and State Departments.

The selected Service Provider(s) shall be responsible for delivering comprehensive services across multiple conversational messaging platforms (such as WhatsApp, SMS, Telegram, Arattai, etc.), including but not limited to account provisioning, chatbot development, integration with departmental applications, payment enablement, analytics, monitoring, and ongoing operations and support.

The key areas of scope are detailed below:

#### 2.1 Conversational Messaging Integration Framework

The empaneled Service Provider(s) shall support Government entities in designing and operationalizing end-to-end conversational messaging-based citizen engagement across multiple platforms. The scope shall include the following key elements:

#### Types of Interactions

- a. Push Notifications – Event updates, pending task alerts, authentication, reminders, and user protection messages.



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b. User-Initiated Interactions – Service information requests, grievance/ticket creation and tracking, transactional services (payments, tracking), and activity-based processes such as applications and task management.

### **Integration Steps**

- Identify Services – Select services to be enabled on conversational channels (e.g., registration, event updates, internship status, grievance tracking, campaign notifications).
- Design User Flows – Create guided conversational flows for actions such as registration, certificate downloads, and application tracking.
- Re-Engagement Mechanisms – Use notifications to close loops and re-engage users who drop off mid-process.
- Obtain Approvals – Secure formal approvals from concerned ministries/departments for proposed integrations.
- Vendor Onboarding – Ensure integration through platform-approved Business/Technology Partners for account setup, template approvals, and API integration.

### **Core Components**

- Business Manager / Platform ID – Verified business identity required for official accounts and payments.
- Messaging Account Setup – Provision of official government accounts with verified business status across supported platforms.
- Templates – Pre-approved structured message formats (text, media, call-to-action links) for service notifications and citizen interactions.
- APIs – Secure APIs to enable two-way communication between government applications/portals and messaging platforms.

### **Account Setup & Configuration**

- Business Verification – Completion of platform-specific verification processes, including legal entity and domain validation.
- Phone Number / Channel Configuration – Assignment and approval of official government accounts.
- Messaging Tiers & Template Management – Enabling templates, messaging limits, and approvals through respective platform managers.
- Monitoring & Reporting – Use of dashboards for analytics, template approvals, performance tracking, and account management.
- Third-Party Permissions – Authorization and linkage of empaneled CMPs with official Government accounts.

### **2.2 Account Onboarding & Lifecycle Management**

The Service Provider(s) shall manage the complete lifecycle of conversational messaging accounts for Government entities, including:



- Provisioning, registration, and verification of accounts.
- Facilitation of official verification or green tick (where applicable).
- Provisioning and management of accounts/numbers across multiple departments and ministries.
- Ensuring compliance with respective platform guidelines and policies.
- Seamless lifecycle management across creation, operation, and deactivation phases.

### **2.3 Service Categories to be Supported (not limited to)**

The Service Provider(s) shall enable a wide spectrum of citizen-centric and departmental services through multi-channel conversational platforms, including the following categories:

- Utility & Transactional Services: Acknowledgements, service request updates, grievance status, etc.
- Authorization & Authentication Services: OTP delivery, Aadhaar/eKYC consent prompts, and session validation.
- Informational Messaging: Scheme awareness, exam schedules, reminders, public advisories.
- Promotional & Engagement Campaigns: Citizen outreach, election awareness, surveys, job fairs, and campaigns.
- Interactive Services: Multilingual AI/NLP-enabled chatbots including voice-based form filling, grievance redressal, guided forms, and live agent escalation.
- Payments & Financial Services: Integration with UPI and other Government-approved payment gateways for bills, taxes, and service charges.
- Document Processing & Delivery: Secure issuance, sharing, and validation of certificates, permits, and receipts.
- Citizen Feedback & Surveys: Mechanisms for structured collection and analysis of citizen satisfaction and feedback.

### **2.4 Integration & Interoperability**

The Service Provider(s) shall ensure seamless integration of conversational messaging services with:

- Departmental back-end systems, CRMs, and ERPs.
- National digital platforms of government departments such as DigiLocker, Aadhaar, UMANG, API Setu, etc.
- The solution must be designed for high availability, scalability, and interoperability, with adaptability to evolving departmental and cross-government requirements.

### **2.5 Chatbot Development & AI Enablement**

The Service Provider(s) shall design, develop, and deploy advanced AI-enabled conversational chatbots across multiple channels with the following capabilities:

- AI/NLP-driven conversational engagement including voice-based form filling.
- Multilingual support (English, Hindi, and regional languages).
- Use of Generative AI for contextual query resolution.
- Deployment of Dynamic Flows or guided, form-like service delivery.




- Escalation mechanisms to human/live agents where required.

## 2.6 Security, Privacy & Compliance

The Service Provider(s) shall ensure compliance with all applicable Indian legal and regulatory frameworks, including but not limited to:

- The Digital Personal Data Protection (DPDP) Act, 2023.
- The Information Technology (IT) Act, 2000 and associated rules.
- CERT-In guidelines and other advisories notified by MeitY.

### **Additionally:**

- All data must be hosted and processed within India.
- Security safeguards shall include end-to-end encryption, role-based access control (RBAC), comprehensive audit trails, and logging mechanisms.
- Service Provider(s) must undergo Vulnerability Assessment and Penetration Testing (VAPT) and submit compliance certificates before go-live.
- Compliance with international standards such as ISO 27001/27701 (or equivalent) is mandatory.

## 2.7 Analytics, Monitoring & Reporting

The Service Provider(s) shall provide advanced monitoring and reporting capabilities, including:

- Real-time dynamic KPI and role based dashboards to track citizen engagement, adoption, and service performance.
- Periodic reporting: Monthly and Quarterly MIS reports to be shared with NeGD and concerned departments.

## 2.8 Other Services

1. The Service Provider(s) shall provide services on a rate-contract basis and on an as-and-when required basis.
2. Departments/ministries shall issue specific work orders under this empanelment, detailing scope, deliverables, and timelines.

## 3. Empanelment Process:

- a. Scrutiny of eligibility criteria (pre-qualification as well technical evaluation criteria) were done by the Evaluation Committee to determine whether the bid documents have been properly signed, qualification criteria fulfilled, all relevant papers submitted and whether the response to RFE are generally in order.
- b. For the technically qualified agencies, the lowest man-days discovered for each category of the work, were chosen as benchmark. All agencies qualified for further process of empanelment were asked to agree to offer their services at the benchmarked man-days and once, qualified agencies

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agree to the benchmarked man-days then only, the qualified agencies were empaneled, for which they have agreed.

- c. Agencies provisionally shortlisted for empanelment for each category have to sign an agreement with NeGD, accepting the terms and conditions laid down in the RFE and the corrigendum / addendum issued thereof.

#### **4. Allocation of Work:**

- a. The present RFE is exclusively for empanelment of multi-channel conversational messaging API solution providers. For allocation of work, NeGD/Department will give a brief to the agencies and invite Concept notes/ technical proposals/ presentations from the empaneled agencies for specific assignments.
- b. NeGD/Department reserves the right to award the work to any of the empaneled agencies, based on the merit of their Concept note/ technical proposal/ presentation for a particular work.
- c. The terms and conditions mentioned in the contract / award of work shall supersede the terms mentioned in the empanelment agreement. The President & CEO, NeGD/Department will be the final authority for selection of the agency.
- d. The selected agency shall not assign the project to any other agency, in whole or in part, to fulfill its obligation under the agreement.
- e. Mere empanelment with NeGD does not guarantee allocation of work.
- f. In case, NeGD/Department does not find the work of the agency up to its satisfaction and/or NeGD/Department finds any fraudulent/ mischievous activity/ Outsourcing to 3rd party etc., NeGD/Department reserves the right to get it done from any other agency/agencies after giving prior 30 days' notice in writing for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.
- g. NeGD will not be liable to make any payment or amount on account of conceptualization/ designing/ artwork etc. for the concept notes/ technical proposals/ presentations prepared by the agency but not selected. The agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.

#### **5. Terms and Conditions:**

The validity of the empanelment will be for 36 months from the date of award of the Letter of Intent. The validity of empanelment may be extended for a suitable period at the behest of the NeGD.

Irrespective of the period, the empanelment will be deemed operative until the completion of the assigned projects and hence the empaneled firm should ensure resource availability until completion of the work at hand.

##### **5.1 Intellectual Property Rights:**

- a. NeGD/Department shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, drawings and other documents which have been developed by the consulting agency during the performance of Services and for the purposes of transfer, inter-alia use or sub-license of such Services under this Contract. The agency undertakes to disclose all Intellectual Property Rights arising out of



or in connection with the performance of the Services to NeGD/Department and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NeGD/Department. Ownership of intellectual property in usage of pre-existing material of the party shall continue to be with the respective party.

b. The Agency shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep NeGD indemnified under all circumstances against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency during the course of performance of the Services.

## 5.2 Payment Process:

- a. A pre-receipted bill, along with certificate of satisfactory performance from an authorized officer of NeGD/Department will have to be submitted.
- b. Payments shall be subject to deductions of any amount for which the Agency is liable under the empanelment or RFE conditions. The Price offered by the agency shall be exclusive of GST but inclusive of all other taxes as per the current rate of taxation in force.

## 5.3 SLA and Penalties

### a. Operational-Level SLAs

SLA Parameter	Description	Target	Measurement & Reporting	Penalty
<b>1. Incident Response Time</b>	Time to acknowledge and initiate resolution for critical issues (e.g., API downtime, chatbot errors)	Critical: ≤ 30 mins High: ≤ 2 hrs Medium: ≤ 4 hrs	Incident ticketing system logs	₹5,000 per critical breach
<b>2. Incident Resolution Time</b>	Time to resolve issues post-acknowledgment	Critical: ≤ 4 hrs High: ≤ 8 hrs Medium: ≤ 24 hrs	SLA dashboard	1% of monthly billing per repeated breach
<b>3. Template Approval Turnaround</b>	Time to process and obtain Meta/ZOHO/Telegram, etc. approval for new templates	≤ 3 working days	Approval tracking report	₹1,000 per delay beyond 2 days (if bidder fault)
<b>4. Monthly MIS &amp; Analytics</b>	Timely submission of usage, analytics, engagement reports	Within 5 days of month-end	MIS submission log	₹1,000 per delayed report

<b>Reports</b>				
<b>5. Service Request Closure</b>	Turnaround time for configuration or minor changes	≤ 2 working days	Service log	₹1,000/day delay beyond SLA

### b. Compliance SLAs

SLA Parameter	Description	Target	Penalty
<b>1. VAPT &amp; Security Audit</b>	Annual security audit completion and submission	Annual	Non-compliance may lead to contract suspension
<b>2. Confidentiality &amp; Data Privacy</b>	Adherence to DPDP Act, IT Act, and confidentiality clauses	100%	Breach = immediate escalation and possible termination
<b>3. Resource Deployment</b>	Timely deployment of qualified resources for project execution	As per Work Order	1% penalty of WO value per week delay

5.3.1 In case of unjustified and unacceptable delay in execution of the assigned work by the agency. A penalty of 1.0% of the annual work order value per week of delay in non-deployment of resource will be levied on a pro rata basis subject to maximum limit of 10% of the annual work order value.

5.3.2 The penalties and delays would be linked to deliveries. All factors including delay beyond the control of agency should be factored by the solution provider while taking the project assignment. Risks and their dependency on deliverables should be highlighted before taking the work, which may be considered on a case-to-case basis.

5.3.3 In case the delay is unusually very long (as specified in the work order) and not acceptable to NeGD/Department then NeGD/Department will have an option to cancel the order after giving prior 30 days' notice in writing and award the work to any other empaneled agency without any compensation to the agency which delayed the completion of the work. In such a Scenario NeGD/Department shall en-cash the PBG (as provided in Clause 5.5 of the RFE) and terminate the agreement.

5.3.4 In case any of the services performed by the appointed Agency fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with NeGD/Department), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the appointed Agency and NeGD/Department decides to abort the contract because of such failure after giving prior 30 days' notice in writing, then NeGD/Department shall en-cash the PBG.

5.3.5 Limitation of Liability (LoL): The aggregate liability of the agency under this Agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the agency hereunder. The preceding limitation shall not apply to liability arising because of the agency's fraud or willful misconduct in performance of the services hereunder. In such cases, the liabilities shall be subject to final determination by the arbitrator.

#### **5.4 Non-Disclosure Agreement**

The Agency shall strictly adhere to the Confidentiality and Conflict of Interest obligations as detailed in Section 6.7 and Section 6.17 of the RFE document and will treat as confidential all data and information about the NeGD/Department and any other information/data etc. furnished/obtained in the execution of its responsibilities, in strict confidence. The Agency will not reveal such information to any other party without the prior written approval of the NeGD/Department. All agencies shortlisted for empanelment shall submit a Non-Disclosure Agreement to NeGD/Department, in the format provided in RFE. The Non-Disclosure Agreement shall be valid for a period of 3 years from the date of conclusion of the contract.

#### **5.5 Termination Clause**

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

- a. Applicants become insolvent, bankrupt, and resolution is passed for the winding up of the applicant" organization.
- b. If deduction on account of Penalty exceeds more than 10% of the total contract price.
- c. Breach of terms of Contract by the empaneled agencies which in the opinion of NeGD/Department is material.
- d. Information provided to NeGD/Department is found to be incorrect.
- e. Empanelment conditions are not met within specified period.
- f. Misleading claims about the empanelment status are made.
- g. Clear evidence is received that empaneled agency has breached copyright laws/ plagiarized from another source.

If the agency does not execute the contract to the satisfaction of the NeGD/Department then the NeGD/Department may invoke all or the following clauses:

- h. Forfeit the Performance Guarantee Amount.
- i. Terminate the contract without any liability of NeGD/Department towards the empaneled agency.

#### **5.6 Indemnity**

The selected Agencies will indemnify NeGD/Department against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/ hardware/ manpower etc. and related services or any part thereof. NeGD/Department stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NeGD/Department also stand indemnified from any compensation



arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.

### **5.7 Force Majeure**

If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the NeGD/Department as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the NeGD/Department may at his option, terminate the contract. In event of such termination, the agency shall be entitled for the commensurate payments accrued for the services rendered till the date such termination.

### **5.8 Arbitration**

- a. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit that dispute to arbitration under the Arbitration and Conciliation Act 1996 as amended from time to time.
- b. The decision of the Arbitrator shall be final and binding upon both Parties. The expenses of the arbitrator as determined by the Arbitrator shall be shared equally by both the parties, or as decided by the Arbitrator.
- c. The decision and award of the arbitrator so appointed shall be final and binding on both the parties.

### **5.9 Applicable Law**

The agency shall be governed by the laws and procedures established by Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. NeGD/Department reserves the right to conduct an audit/ ongoing audit of the services provided by the selected agency. NeGD/Department reserves the right to ascertain information from other institutions to which the agency have rendered their services for execution of similar programs.

### **5.10 Jurisdiction of Courts**

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



## 5.11 Disclaimer

- a. This notification on RFE is not exhaustive in describing the functions, activities, responsibilities, and services for which agency will be responsible. The Agency by participation in the RFE, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFE or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary or appropriate by NeGD/Department for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFE and Agency's response to the same extent and in the same manner as if specifically described in this RFE and Agency's response.
- b. This notification may be read in consonance with the RFE and the corrigendum/addendum, issued thereof.

A handwritten signature in black ink, appearing to read "G. Johnson".