

**Request for Empanelment (RFE) for  
Agency(ies) for Event Management(360  
Degree)**

**Reference ID – N-21/44/2022-NeGD**

**Tender ID : 2022\_DIT\_690989\_1**

**National e-Governance Division (NeGD)**  
Ministry of Electronics & Information  
Technology Electronics Niketan, New Delhi  
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1	Disclaimer.....	5
2	Bid Details.....	6
2.1	Process of Empanelment.....	6
2.2	Activities .....	6
2.3	RFE Validity period .....	7
2.4	Communication on the RFE .....	7
2.5	Bid Security/EMD.....	8
2.6	Performance Bank Guarantee.....	8
3	Definitions .....	9
4	Background.....	10
4.1	NeGD.....	10
5	Invitation .....	12
6	Eligibility Criteria.....	13
6.1	Eligibility/ Pre-qualification Criteria .....	13
6.2	Technical Bid/Proposal.....	14
7	Terms of Reference (ToR).....	15
7.1	Duration of the Empanelment .....	15
7.2	Scope of Work.....	15
7.3	Deliverables and Timelines .....	17
8	Submission of Bids .....	18
8.1	Pre-Bid Clarifications .....	18
8.2	Clarification to Pre-Bid Queries/Issue of Corrigendum.....	18
8.3	Publication of RFE .....	18
8.4	Earnest Money Deposit (EMD) i.e. Bid Security.....	19
8.5	Submission of Proposals .....	19
8.6	Submission of Bids only through CPP Portal .....	20
8.7	Reference points for submission of Bids .....	21
8.8	Assistance to Bidders.....	22
8.9	Rules for Responding to this RFE.....	22
9	Evaluation of Bids.....	24
9.1	Opening of Bids .....	24
9.2	Preliminary Scrutiny.....	24
9.3	Technical Evaluation .....	24
9.4	Notification of Outcome.....	28
9.5	Right to Accept/Reject Any or All Proposal(s).....	28

9.6	Empanelment Finalization .....	28
9.7	Failure to agree with the Terms and Conditions of the RFE .....	29
9.8	Service Level Agreements (SLAs).....	29
10	General Terms and Conditions.....	30
10.1	Adherence to terms and conditions .....	30
10.2	Bidder's General Responsibilities .....	30
10.3	Sufficiency of Tender .....	30
10.4	Tenure.....	30
10.5	Payment terms.....	31
10.6	Taxes.....	31
10.7	Statutory authority obligations, notices, fees & charges .....	31
10.8	Applicable Law and Jurisdiction of Court.....	31
10.9	Single Point of Contact.....	31
10.10	Authorized Signatory .....	32
10.11	Substitution of Project Team Members .....	32
10.12	Rights in Intellectual Property and Material.....	32
10.13	Confidentiality .....	33
10.14	Indemnification .....	38
10.15	Termination .....	39
10.16	Arbitration.....	40
10.17	Publicity .....	40
10.18	Notices and other Communication.....	40
10.19	Written Notice of change in name, form or control of either Party.....	41
10.20	Violation of Terms .....	41
10.21	Limitation of Liability.....	41
10.22	Survival.....	42
10.23	Severability.....	42
10.24	No Agency .....	42
10.25	Corrupt and Fraudulent practices.....	42
10.26	Adherence to Standards.....	43
10.27	Conflict of interest.....	43
10.28	Sub Contracts .....	43
10.29	Non-solicitation .....	44
10.30	Employer Employee Relationship .....	44
10.31	Vicarious Liability .....	44

10.32	Other Conditions .....	44
10.33	Representations and Warranties .....	45
10.34	Relationship between the Parties: .....	47
10.35	Force Majeure Definition .....	48
	Annexure 1: Checklist for Submission of Response to RFE .....	50
	Annexure 2 - Undertaking regarding agreement of all terms of RFE .....	51
	Annexure 3 – Pre-qualification Bid .....	54
	Annexure 4 – Format for Reference Letter / email from Client .....	55
	Annexure 5 – Technical Bid/Proposal .....	56
	Annexure 6 - Performance Bank Guarantee Format .....	58
	Annexure 7 – Declaration: Not penalized or Found Guilty in any Court of Law....	63
	Annexure 8 – Declaration: PAN India Presence .....	64
	Annexure 9 – Declaration: Turnover .....	65
	Annexure 10– Declaration: Resource on Own Payroll .....	66
	Annexure 11: Bid Security Declaration .....	67

## 1 Disclaimer

The information contained in this Request for Empanelment (RFE) 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 RFE document and all other terms and conditions, subject to which such information is provided.

This RFE document is not an agreement and is neither an offer nor an invitation to offer by NeGD. This RFE is to invite proposals from applicants who are qualified as per the criteria mentioned in this document. The purpose of this RFE is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids).

The information contained in this RFE document is selective and is subject to update, expansion, revision and amendment. NeGD reserves the right of discretion to change, modify, add or alter any or all of the provisions of this RFE and/or the bidding process, without assigning any reasons whatsoever. Such change will be made accessible to all the Bidders through website of NeGD ([www.negd.gov.in](http://www.negd.gov.in)) . Any information contained in this RFE document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by NeGD.

NeGD reserves the right to reject any or all the Bids received in response to this RFE 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

<b>Purchaser</b>	NeGD
<b>Address</b>	COO , NeGDElectronics Niketan 6, CGO Complex, Lodhi Road, New Delhi – 110003
<b>Website</b>	www.NeGD.gov.in

### 2.1 Process of Empanelment

The process of empanelment of successful Bidder(s) would be as follows:

- Issue of RFE
- Pre Bid Meeting/ Clarification /Corrigendum (if any)
- Submission of Bids
- Screening of Pre-qualification Bids
- Technical Bid Evaluation including presentations-Technical Score
- Agencies securing **70** or more marks in technical evaluation will be eligible for empanelment.
- The eligible agencies will be empanelled for 24 months duration which may be extended in the block of 12 months based on their participation in bids and performance in awarded work.
- Based on the requirement at later stage the specific Scope of Work/Proposal/Quote will be sought for any award on specific work.

### 2.2 Activities

Activities	Date & Time
Date of Issuance of RFE	25.05.2022
Submission of pre-bid written queries (e-mail only (keep all 3 ids in cc/copy) <a href="mailto:Vinay@nic.in">Vinay@nic.in</a> <a href="mailto:anuj@digitalindia.gov.in">anuj@digitalindia.gov.in</a> <a href="mailto:shailsaxena@digitalindia.gov.in">shailsaxena@digitalindia.gov.in</a>	28.05.2022 at 0900 hrs
Pre-Bid Conference/Meeting (Online) – The meeting link : LINK : <a href="https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F%2Fmeetup-join%2F19%3Ameeting_OGVkMWUxMWMtZTkxYS00NDExLTk0ZGQtNGQ1MjFiNDU2Y2NI%40thead.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252200c0d701-f51f-46c2-9b53-34d49bf89748%2522%252c%2522Oid%2522%253a%25229fda8931-8f41-4cc7-822e-f3b076798de7%2522%257d%26anon%3Dtrue&amp;type=meetup-join&amp;deeplinkId=02db3d89-3a20-43d8-b325-3f53a574c806&amp;directDl=true&amp;msLaunch=true&amp;enableMobilePage=true&amp;suppressPrompt=true">https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F%2Fmeetup-join%2F19%3Ameeting_OGVkMWUxMWMtZTkxYS00NDExLTk0ZGQtNGQ1MjFiNDU2Y2NI%40thead.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252200c0d701-f51f-46c2-9b53-34d49bf89748%2522%252c%2522Oid%2522%253a%25229fda8931-8f41-4cc7-822e-f3b076798de7%2522%257d%26anon%3Dtrue&amp;type=meetup-join&amp;deeplinkId=02db3d89-3a20-43d8-b325-3f53a574c806&amp;directDl=true&amp;msLaunch=true&amp;enableMobilePage=true&amp;suppressPrompt=true</a>	30.05.2022 at 1100 hrs

<b>Activities</b>	<b>Date &amp; Time</b>
Publication of pre-bid clarifications and issue of Corrigendum/Addendum (if any) <b>To be published at <a href="http://www.NeGD.gov.in">www.NeGD.gov.in</a> &amp; CPP Portal – <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a></b>	30.05.2022
Last Date for submission of bids ( <b>Online mode only at CPP Portal- <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> )</b>	6.06.2022 at 0900 hrs
Opening of Pre-qualification/Eligibility Bids. (One representative from agency can reach NeGD office, prior email request at <a href="mailto:anuj@digitalindia.gov.in">anuj@digitalindia.gov.in</a> )	07.06.2022 at 1000 hrs
Opening of Technical Bids. <b>The meeting link will be communicated to shortlisted Bidder(s).</b> (OPTIONAL TO PARTICIPATE)	Will be intimated to the shortlisted bidders
Technical Presentation (Online) (MANDATORY TO PARTICIPATE FOR SHORTLISTED BIDDERS)	Will be intimated to the shortlisted bidders
Letter of Empanelment	Will be communicated to the bidders empanelled.

**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.
- 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.

**2.3 RFE Validity period**

- a. RFE 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 bids.
- b. NeGD shall also have the right at its sole and absolute discretion to continue the empanelment with the successful Bidder/s for future requirements after expiry of current empanelment period. In exceptional circumstances, NeGD may solicit the Bidders' consent to an extension period of validity.

**2.4 Communication on the RFE**

- a. Prospective bidders are required to direct all communication for any clarification related to this RFE, to the RFE Coordinator mentioned below:

COO, NeGD

Electronics Niketan, 6, CGO Complex Lodhi Road, New Delhi – 110003

Email ID: [vinay@nic.in](mailto:vinay@nic.in) , [anuj@digitalindia.gov.in](mailto:anuj@digitalindia.gov.in)

All queries relating to the RFE, pre-qualification, 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 (**Section 2.2**). NeGD will respond to the queries in the pre-bid meeting/through posting at the website(s). Post pre-bid meeting, the clarifications/ corrigendum(s)/ Addendum(s) will be published at NeGD & CPP Portals in the relevant sections.

- b. 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 RFE and all such information and material provided will be taken to form part of that Bidders response.

## **2.5 Bid Security/EMD**

NIL. But, the eligible bidder(s) are required to submit Bid Security Declaration with their bid. – **Refer Annexure 11**

## **2.6 Performance Bank Guarantee**

The Bidder(s) shortlisted for empanelment will be required to provide an unconditional and irrevocable Performance Bank Guarantee of **Rs 50,000 (Rupees Fifty Thousand Only)** from a Scheduled Commercial Bank in India towards due performance of the contract in accordance with the specifications, terms and conditions of RFE document, within 15 days of intimation from NeGD. The same shall be kept valid up to 60 days, beyond the empanelment period. If the Bidder fails to furnish Performance Bank Guarantee within 15 days from the date of issue to empanelment letter by NeGD for any reason whatsoever, the Bidder may be penalized with suspension from participation in future procurement processes for a period of up to one year. The cost of Performance Guarantee would have to be borne by the successful Bidder(s). In case, the empanelment is extended for any reason, the PBG need to be extended accordingly by the empanelled Bidder keeping the validity up to 60 days, beyond the extended empanelment period.

- c. The format for Performance Guarantee is provided in **Annexure 6**.



### 3 Definitions

- a. "NeGD" is an Independent Business Division (IBD) established by MeitY within Digital India Corporation (DIC) under Ministry of Electronics and IT, Government 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. "Proposal/ Bid" means the Eligibility/Pre-qualification and Technical Proposal.
- f. "RFE" means this "Request for Empanelment" prepared by NeGD for the empanelment of Bidder.
- g. "Assignment" or "Project" or "Services" or "Job" means the work to be performed by the Bidder pursuant to the contract as and when required for which the financial proposal will be invited from empanelled Bidder(s).
- h. "Terms of Reference (TOR)" means the section included in the RFE (at **Section 7**) which explains the tentative Scope of Work, activities, tasks to be performed by the Bidder selected at later stage through specific Bids amongst empanelled Bidders.
- i. "Contract" or "agreement" means the contract signed by the parties.
- j. "Day" means a calendar day.
- k. "Parties"- Party or Parties means NeGD or Bidder/empanelled Bidder/Consultant or both as the case may be.

## 4 Background

### 4.1 NeGD

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 the Ministry of Electronics & Information Technology in Programme Management and implementation of e-Governance Projects and initiatives undertaken by Ministries/ Departments, both at the Central and State levels.

The envisioned roles and responsibilities of NeGD are as follows:

- Providing strategic direction in terms of framing policies and implementation strategy for the Digital India Programme in different domains of e-Governance
- Proactive support to Central and State Governments for Mission Mode Projects and other e-Governance projects
- Acting as a facilitator and catalyst for implementation of Digital India Program by various Ministries and State Governments
- Providing technical assistance to Central Ministries/ State Line Departments in their e-Governance projects either directly or in collaboration with professional consultants
- Undertaking technical appraisal of e-Governance projects for examining issues like overall technology, architecture, framework standards, security policy, service delivery mechanism, sharing of common infrastructure etc.
- Developing generic / model Expression of Interest, Request for Empanelment, Standard Contracts, PPP Models and other related documents for various stages and requirements of projects for use by the States
- Ensuring effective citizen engagement and communication with all stakeholders using offline and Social Media channels
- Impact assessment and e-Readiness measurement of e-Governance projects of all States / UTs
- Recruitment, deployment and HR management of specialized resources in the State e-Governance Mission Teams in all States and UTs
- Training and development initiatives, including-
  - Development of competency frameworks, training guidelines, case studies etc.
  - Developing Online and Web based Training and set up Learning Management System
  - Knowledge management and sharing through workshops, development of case studies, sharing best practices and creation of knowledge repositories etc.

For more information about NeGD, please visit [www.negd.gov.in](http://www.negd.gov.in)

An integral component of the Digital India Programme, Awareness and Communication ( A&C) division performs a crucial role of generating and raising awareness level of Digital India Programme by disseminating information, educating and communicating to citizens about services, initiatives, service delivery channels and projects that are being offered under the Digital India Programme.

The main objectives of A&C division are:

- Build Brand recognition and enhance recall value of Digital India Programme
- Facilitate and enhance multi stakeholder participation of youth, academia, industry, Government, etc in making the Digital India Programme more effective.
- Motivate stakeholders and beneficiaries to participate and benefit from various services being offered under Digital India Programme
- Facilitate demand creation among citizens for Digital India services leading to adoption of various e-services
- For promotion, publicity and marketing of Digital India Programme, a varied mix of activities are performed and media is leveraged to execute PAN India campaigns as given below:
- Production of audio visual components & execution of mass media campaigns- TV ads, radio ads, cinema ads, short films, etc
- Production & dissemination of print material (design & content)-newspaper ads, brochures, booklets, newsletter, posters, calendar, diary, billboard designs, magazine articles & advertorials etc.
- Outdoor media (planning & execution)- hoardings, bus queue shelters, unipoles, display boards at Railway Stations, digital display boards at Airports etc.
- Social Media - Organic marketing on Digital India's Facebook, Twitter, Instagram, LinkedIn accounts and Youtube channels.
- Organising and management of events and physical outreach activities - National events, International level conferences and exhibitions, University workshops, Rural Outreach (van based campaign) etc.

NeGD proposes to appoint a Event Management Agency to support A&c Team to achieve all above objectives in a better and efficient manner

## 5 Invitation

NeGD invites Proposals (the “**Proposals/Bids**”) for appointment of an Event Management Agency(360 degree) as 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 RFE. The criteria and the actual process of evaluation of the proposals in response to the RFE and subsequent empanelment 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. The RFE is not an offer by NeGD, but an invitation to receive responses from the potential Bidders. No contractual obligation whatsoever shall arise from the RFE process unless and until a formal contract is signed and executed by duly authorized official(s) of NeGD with the Successful Bidder.

## 6 Eligibility Criteria

### 6.1 Eligibility/ Pre-qualification Criteria

The proposals/bids are being invited under this RFE from the Agencies who fulfils the following criteria:

Sr	Item	Criteria	Documents to be submitted
i	Legal Entity	The Agency should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India. The Agency must have been <b>in operation for a minimum of 5 years as on the bid submission date.</b>	Copy of Certificate of Registration/ Incorporation  And Memorandum of Association / Article of Association
ii	Tax registration	The Bidder must be registered under Income Tax, PAN, GST and/or any other statutory authority required for this purpose	Copy of PAN, GST or/and details of other statutory authority
iii	Offices	The Agency must have a Pan India presence in at least 2 cities ( <b>one being Metropolitan city</b> )	Declaration on the letterhead <b>As per at Annexure 8</b>
iv	Financial Standing	A minimum <b>average turnover of 1 crore in the past 4 financial years (2017-18, 2018-19 &amp; 2019-20, &amp; 2020-21)</b>  (Event, content work ,audio video work etc all including)	Copy of balance sheet with Certificate from Statutory Auditor/Company Secretary citing the revenue/ turnover from equivalent business for each financial years.  <b>As per at Annexure 9</b>
v	Project Experience	The Agency must have successfully <b>completed at least 3 events (Physical) of minimum work order value with Rs 50 lac or more</b> in the last 4 years.  Agency must have completed minimum 2 Virtual events including development of event related program application with OTP feature and Virtual Exhibition	Copy of Work Order  <b>AND,</b> Completion Certificates from the Client <b>OR,</b> Certificate of Completion (Certified by the Statutory Auditor)  For virtual event ( <b>As per at Annexure 12</b>

Sr	Item	Criteria	Documents to be submitted
		<p>showcasing capabilities. (Must have used customized Online platform with live interaction and Q&amp;A features with concurrency of minimum 500 users</p> <p>In case of on-going projects, bidder must have achieved a milestone or completed some of the training.</p>	
	Government experience	Must have completed 2 projects of similar nature for any Government Client in the last 4 financial years	<p>Copy of Work Order</p> <p><b>AND,</b></p> <p>Completion Certificates from the Client <b>OR,</b> Certificate of Completion (Certified by the Statutory Auditor)</p>
vi	Human Resource	Minimum of <b>at least 20 employees on payroll of the organization.</b>	<p>Declaration by the Authorized Signatory on letterhead of the organization</p> <p><b>As per at Annexure 10</b></p>
vii	Debarment	The bidder must not have been blacklisted/ debarred/ suspended/ banned by any Ministry/ Department of State or Central Governments/ PSUs in last 3 years.	<p>Self- certified letter attested by the authorized signatory</p> <p><b>As per at Annexure 7</b></p>

## 6.2 Technical Bid/Proposal

- a. Technical proposal will include details of overall approach to the Scope of Work listed in this RFE.
- b. The Technical Bid should be complete in all respects and contain all information required in the document. The Technical Bid shall comply with the format given at **Annexure 5.**

## 7 Terms of Reference (ToR)

### 7.1 Duration of the Empanelment

The empanelment would be done for a period of **24 months**, with a provision for extension on a yearly basis (block of 12 months) after reviewing the participation in specific bids and performance etc. The Bidders are advised to understand the requirement and plan their approach and engagement of resources for the completion of tasks accordingly.

### 7.2 Scope of Work

The scope of work shall be divided into 3 parts –

#### 7.2.1 Pre-event:

- Planning and conceptualizing of ideas of event
- Budgeting and preparation of detailed blueprint with cost and other charges and outgoings of the proposed event and submit the same to concerned ministries. Incorporate clarifications/ modification as may be suggested by concerned ministries in that regard. The Agency shall proceed with organizing the event on receipt of approval from concerned ministries in terms of the approved blueprint.
- Preparation of a Contingency plan for events
- Development and management of Website and QR based registration path with payment gateway (Data Protection and privacy compliant), facility of E-voting, live streaming in the website with firewall protection including facility to provide audit trail and dashboard for the event monitoring.
- Identify potential mediums/methods for outreach (Offline Media & Online Media)
- Identification of Venue and conduct a detailed analysis (for virtual/ physical/ hybrid mode of events)
- Development of evaluation methodology for shortlisting process of candidates for virtual and hybrid modes.
- Creation of Social Media posts and offline media via various social media platforms. Agency shall also devise the ways to create wide publicity for events across various geographical territories with provision of regional languages.
- HTML Mailing- Bulk mailing and messaging
- Press release (Launch), media cover in renowned newspapers, magazines, journals etc.
- Identifying, Coordinating, and liaising with judges of the event- provide Complete logistics which includes boarding, lodging, foods, Air ticketing local conveyance etc. as per the directions received

- Guest coordination for virtual, physical & hybrid events
- Preparation of Backdrop (Digital/Physical/ Hybrid)
- Preparation of Audio – Video content for event including anthem, Short films, Tv Ads, anecdotes, video bites.
- Development of Event related program application with OTP feature and **Virtual Exhibition showcasing feature.**
- Online event platform with live interaction and Q&A features
- Arranging Language Translators for program support as per directions
- Raising Sponsorship from MNCs, PSUs, Statutory bodies, autonomous bodies, govt organizations etc.
- Celebrity outreach including social media influencers, famous persons of repute, renowned personalities etc., for promotion of events,
- Coordinating and liaising with various Ministries/departments for successful execution of event.
- **Access to the event through QR based technology along with distribution of Welcome kits/Meal/Gift feature**

### **7.2.2 During event:**

- Press Release of events by inviting newspaper editors, news anchors, magazine coverage etc.
- Online Publicity of live events, creation of social media page and uploading of contents in social media platforms such as Facebook, Instagram, you tube etc.
- Live streaming of content in website along with inter-voice connectivity among connected audiences and contestants
- Setting up of physical desk/stalls/pavilions to cater audience, contestants etc.
- Print and digital media outreach
- Registration Management – (Online & Onsite) with QR based technology
- Website maintenance and upkeep during the event
- Online & On-site technical support
- Dedicated 24/7 call center support for event related queries.
- Publicity through banners, unipoles, pamphlets across the country
- Arrangement of virtual and physical rallies, road shows, press conferences for event promotion.



- Virtual event platform management including license to online platforms, backend technical support, breakout rooms
- Create, design and maintain physical meeting rooms, VVIP lounge, participants lounge.
- F&B services for guest, dignitaries, judges and liaise for special F&B requirements for VVIPs/VIPs
- Media Management including creation of designated Media zone, media passes, media coverage
- Onsite Security including liaising with local security agencies, hiring of security agency for venue security, protocol management
- Power backup and lighting onsite and offsite during the event with technical and generator support in case of power failure
- Coordinating and liaising with local administration authorities for statutory approvals and permissions
- Sanitization of venue, social distancing norms and adequate arrangement of facemask and sanitizers for on-site events
- Photography & Videography of events, special moments, glimpses etc.

### **7.2.3 Post-Event:**

- Post-event report
  - Press Release
  - Coordinating with media houses and newspaper for publication of success stories
  - Preparation of event analytics and detailed attendance report
  - Packaging and shipping of left-over promotional material, if any
  - Arrangement of award distribution ceremony and guest invite for commencement of events
- The above-mentioned scope of work is not exhaustive by any means and will depend on basis the requirements of the project and mode of event/campaign – Physical, Virtual or Hybrid.

### **7.3 Deliverables and Timelines**

As per SoW/Proposal/Quote invited when required.

## 8 Submission of Bids

### 8.1 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.	RFE 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 indicated date/time may not be entertained.
- f. Designated e-mail ID for submission of queries: email: [anuj@digitalindia.gov.in](mailto:anuj@digitalindia.gov.in) / [vinay@nic.in](mailto:vinay@nic.in)

### 8.2 Clarification to Pre-Bid Queries/Issue of Corrigendum

- a. Clarification to the queries received will be published at the 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 RFE Document by a corrigendum.
- c. After the pre-bid conference/meeting, the Corrigendum (if any) & clarifications will be published at the **NeGD website & CPP Portal** 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 RFE.
- 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.

### 8.3 Publication of RFE

RFE document will be published on the following websites-  
<https://negd.gov.in/> ; <https://eprocure.gov.in>

#### 8.4 Earnest Money Deposit (EMD) i.e. Bid Security

- a. All the Bidders shall submit “Bid Security Declaration” as EMD -refer Format at **Annexure 11**.
- b. Bids submitted without the “Bid Security Declaration”, or any other format will be liable for rejection without providing any opportunity to the bidder concerned.
- c. Bid Security Declaration must remain valid for at least 180 days beyond the final bid validity period 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 upon completion of empanelment process. The Bid Security Declaration of selected/empanelled bidder(s) would be void upon submission of Performance Bank Guarantee (PBG).
- e. The Bidder(s) may be penalized with suspension for participation in future for a period of up to one year, if:
  - o Bidder withdraws the proposal after submission/opening of the Proposal and during the period of Bid validity or its extended period, if any.
  - o In case of a successful Bidder(s), if the Bidder fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFE.
  - o If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;

#### 8.5 Submission of Proposals

- a. The Bidder should take into account any Corrigendum to this RFE document that may have been published before submitting their Proposals.
- b. The Proposal is to be submitted in four covers as mentioned below:

#	Bid covers	Bid submission
1.	EMD (i.e. Bid Security Declaration)	Scan copy to be uploaded on CPPP and original to be submitted to NeGD.
2.	Pre-qualification bid	To be uploaded on CPPP
3.	Technical bid	To be uploaded on CPPP

- c. The contents of the bids should be as under-

#	Document Name	Contents
1.	EMD (i.e. Bid Security Declaration)	Scan copy of Bid Security Declaration (Original to be submitted in a sealed cover at NeGD office). Refer <b>Annexure 11</b>

#	Document Name	Contents
2.	Pre-qualification bid	Pre-Qualification/Eligibility Proposal as per <b>Section 6</b> <ul style="list-style-type: none"> <li>• <b>Annexure 1</b></li> <li>• <b>Annexure 2</b></li> <li>• <b>Annexure 3</b></li> <li>• <b>Annexure 4</b></li> <li>• <b>Annexure 8</b></li> <li>• <b>Annexure 9</b></li> <li>• <b>Annexure 10</b></li> <li>• <b>Annexure 7</b></li> <li>• <b>Annexure 12</b></li> </ul>
3.	Technical bid	Technical Proposal as per format specified at: <ul style="list-style-type: none"> <li>• <b>Annexure 5</b></li> </ul>

- d. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- e. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting. Each of the pages must be signed by Authorized Signatory.
- f. The bids are to be submitted electronically on CPPP on or before the last date and time of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
- g. The bid response of the Bidder is to be submitted and uploaded on CPP Portal against this RFE.

### **8.6 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 two parts/folders - "Pre-qualification Bid" and "Technical Bid" (documents in .pdf format). Bids must be submitted as per the scheduled date & time in the RFE.
- 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](https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf)
  - FAQs:  
<https://eprocure.gov.in/eprocure/app?page=FAQFrontEnd&service=page>
- e. NeGD in any case, will not be liable for file corruption/error in format upload. Therefore, it is advised that the Bidder should check cautiously the uploaded files/formats.
- f. The RFE and corrigendum thereof should be read in entirety before submitting bids so that bid submission captures all required documents as well as given format.
- g. Please check the documents and upload them carefully. Any error i.e. file is found to be corrupted, not readable etc., the Bid will be rejected. NeGD in no case will be liable for the same.
- h. Original Bid Security Declaration is required to be submitted manually at NeGD's office in a sealed cover and a scan copy of Bid Security Declaration needs to be uploaded on CPPP by the bidders. While submitting the original Bid Security Declaration, the Bid Security Declaration should be placed in a sealed cover and Bid Security Declaration envelope be superscribed as "EMD-Bid Security Declaration) FOR RFP No. <N-21/44/2022-NeGD > DATED <25.05.2022>"- along with bidders name mentioned on the cover. Original Bid Security Declaration must be submitted on or before the last date of submission at the following address-
- To,  
Chief operating officer(COO)  
National e-Governance Division (NeGD)  
Electronics Niketan, MeitY, 6, CGO Complex, New Delhi

### **8.7 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 3 covers/folders namely EMD, Pre-qualification Bid and Technical Bid.
- d. Bidders not submitting any of the required documents online will be summarily rejected.
- e. 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.
- f. 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.
- g. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h. 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.
- i. 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.
- j. Bidders are also advised to go through instructions provided at CPP Portal.

## **8.8 Assistance to Bidders**

- a. Any queries relating to the RFE document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in the RFE at sub-section 2.4 adhering to the timeline specified, refer sub-section 2.2.
- b. 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]

## **8.9 Rules for Responding to this RFE**

- a. The firms / Bidders should use the formats prescribed in Annexure(s) of this RFE in submission of the RFE Response.
- b. All responses received after the due date/ time as mentioned in the RFE would be considered late and would be liable to be rejected.
- c. Documents not required as part of the Tender should not be provided.
- 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/empanelled Consultant/Bidder. 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. 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.
- f. 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 RFE circulated by NeGD. The Bidder shall be fully responsible for deviations to the terms & conditions etc., as proposed in the RFE.
- g. 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.

## 9 Evaluation of Bids

### 9.1 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the “Bid Details” for RFE given in the beginning of the RFE –refer sub-section 2.2. During the opening of the bids, the Bidders can depute an authorized representative (only one) to attend the bid opening process (preferably online). No separate information will be given in this regard to the Bidders for deputing their representatives. In case, there is a physical meeting, the representative has to submit an authority letter duly signed by the Bidder, authorizing him / her to represent and attend the Bid opening on behalf of it, if any. 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 Pre-qualification Bid	<ul style="list-style-type: none"><li>• The meeting link will be published at NeGD website and CPPP Portal</li><li>• Opening of Bid security folder (if found in order the bid will be eligible for opening of pre-qualification bid</li><li>• Opening of Pre-qualification Bid</li></ul>
2	Opening of Technical Bid	The meeting link will be shared with the Contact person (via email) of the Bidders shortlisted in pre-qualification round
3	Technical Presentation & interviews	The meeting link will be shared with the Contact person (via email) of the Bidders. The Contact person will need to share the details of resources and members who will join the same

### 9.2 Preliminary Scrutiny

NeGD will scrutinize the bids received to determine whether they are complete and as per the RFE requirement. The Bids meeting the criteria will be taken forward to the next stage of evaluation i.e. technical evaluation. If the documents are found to match with the format, the Bidder will be eligible for technical evaluation. All the supporting documents/documentary evidence must be attached as per specifications given at **Annexure 3 and related Annexures**.

### 9.3 Technical Evaluation



Technical bid submitted will be evaluated by an Evaluation Committee. The Evaluation Committee would undertake also a discussion / presentation with the Bidders on the understanding of the assignment, similar projects undertaken, proposed Approach and Methodology to be adopted, time frame for implementation of activities in NeGD and the proposed team. The technical capabilities and competence of the Bidders should be clearly reflected in the discussion / presentation.

NeGD will inform the date, time and venue of the discussion / presentation to the Bidders.

Based on the details submitted by the Bidder in the Technical Proposal (**as per format given at annexure 5** ) and the Discussion / Presentation with the Evaluation Committee at NeGD, the Technical Evaluation of the eligible Bidders will be carried out as furnished below:

	<b>Criteria</b>	<b>Max Score</b>	<b>Scoring method</b>
I	The Agency must have successfully completed at least 4 events in last 4 years each having a minimum value of Rs 50 lacs or 2 events each having a minimum amount of Rs 1 cr or 1 event with minimum of 2 Cr	20	4 with value of Rs 50 lacs <b>or</b> 2 events each having value of Rs 1 cr <b>or</b> 1 event with value of 2 Cr - <b>8 Marks</b>  <ul style="list-style-type: none"> <li>• <b>Two marks</b> each additional event with project value of Rs 50 lacs or more(Upto 6 additional projects)</li> </ul>
ii	The Agency must have successfully completed at least 2 Virtual events including development of Event related program application with OTP feature and Virtual Exhibition showcasing capabilities (Must have used customized Online platform with live interaction and Q&A features with concurrency of minimum 500 users)	15	2 events – 5 Marks  <ul style="list-style-type: none"> <li>• One marks each for additional event (maximum upto 15 marks)</li> </ul>

	<b>Criteria</b>	<b>Max Score</b>	<b>Scoring method</b>
iii	The Agency must have done minimum 2 Government events/campaign in last 4 years	15	2 events – 5 Marks <ul style="list-style-type: none"> <li>• One marks each for additional event (maximum upto 15 marks)</li> </ul>
iv	The Agency must have a minimum of 20 employees on its payroll as on 01st April 2022	10	20 employees- 5 Marks One mark each for additional 10 employees (Maximum upto 10 marks)
v	The Agency must have a Pan India presence in at least 2 cities (one being Metropolitan city)	10	2 cities – 5 Marks One mark each for additional office in different city (Maximum upto 10 marks)
vi	2 Presentations to be made by agencies <ul style="list-style-type: none"> <li>• (1 mega event of minimum 2 crores organized in the past and 2 mid-sized events of minimum 50 Lakhs each with different clientele</li> <li>• 1 event to be planned on Digital India under the umbrella theme of Azadi ka Amrit Mahotsav of a value of minimum 2 crores</li> <li>• Events must capture the following: the design of event from start to finish including pre, post and during event services, hospitality, logistics <ul style="list-style-type: none"> <li>○ Media Production: Film script, Print ads, Digital Ads, Radio Ad, Radio jingle, social media campaigns,</li> </ul> </li> </ul>	30	Based on presentation

	<b>Criteria</b>	<b>Max Score</b>	<b>Scoring method</b>
	<p>OOH campaigns, any other campaigns that the agency may like to present</p> <ul style="list-style-type: none"> <li>○ Innovative ideas for the inaugural ceremony and the event</li> <li>• The presentation must be made keeping in view both physical and virtual event <ul style="list-style-type: none"> <li>○ Understanding of Concept &amp; conceptual clarity</li> <li>○ Agency Capability: Work experience in event management in the past</li> <li>○ Network Strength</li> <li>○ How to enhance Brand</li> <li>○ Creative ideas that are relevant, solution-oriented and inspiring (Ideation and novelty factor)</li> </ul> </li> <li>• Detailed planning with contingency plans</li> </ul>		
Total		100	Bidder(s) secured 70 or more marks will be eligible for empanelment.

**NOTE:** Bidders will be required to share the copy of presentation in advance (before presentation) with the designated contact ([vinay@nic.in](mailto:vinay@nic.in) / [anuj@digitalindia.gov.in](mailto:anuj@digitalindia.gov.in) ).

Bidders who will score at least 70 percent in technical evaluation criteria will be considered as technically qualified. NeGD, at its sole discretion, may also choose to lower the minimum score from 70 percent.

Note:

- a. Documentary evidence must be submitted for each criteria and undertaking or declaration made by the Bidder must be on the letter head and is to be signed by an authorized signatory only.
- b. Completion Letter / Reference Letter from relevant Senior Executive of the client to be attached for each engagement reference cited in project experience.
- 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.

#### **9.4 Notification of Outcome**

NeGD will notify the Bidder/Consultant in writing or email as soon as practicable, about the outcome of the RFE 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.

#### **9.5 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.

#### **9.6 Empanelment Finalization**

- a. After NeGD notifies the successful bidder(s) that its proposal has been accepted, NeGD shall enter issue letter of empanelment, incorporating all clauses, pre-bid clarifications and the proposal of the bidder(s) between NeGD and the successful bidder.

- b. Prior to the expiration of the validity period, NeGD will notify the successful bidder(s) in writing or through email, that its proposal has been accepted for empanelment.

#### **9.7 Failure to agree with the Terms and Conditions of the RFE**

- a. Failure of the successful bidder(s) to agree with the Legal Agreement and Terms & Conditions of the RFE shall constitute sufficient grounds for the annulment of the empanelment.
- 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.

#### **9.8 Service Level Agreements (SLAs)**

Specific service level agreements may be devised during seeking proposals/bids from empanelled agencies for specific Scope of work

## **10 General Terms and Conditions**

### **10.1 Adherence to terms and conditions**

The Bidders who wish to submit their responses to this RFE should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFE. 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.

### **10.2 Bidder's General Responsibilities**

The Bidder 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 for such execution.

The Bidder 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 Bidder 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, while executing the assignment.

### **10.3 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 Bidder shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Bidder 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.

### **10.4 Tenure**

The Bidder will be appointed for **2 years** 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 Bidder is deemed unsatisfactory, the contract will be terminated as per the provision of the “termination of contract” clause mentioned in this RFE.

#### **10.5 Payment terms**

1. Based on award of when invited specific Sow/Prproposal/Bid.
2. No upfront payment will be made by NeGD to the Bidder.
3. GST shall be paid by NeGD.
4. When an empanelled bidder selected for any award for work, they will need to submit fee invoices for payment which is paid within 30 days of receiving the invoice.
5. Electronic transfer of funds are done at NeGD, the agency is required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished.

#### **10.6 Taxes**

TDS is also deducted from the payments to the Bidder as per applicable laws. In lieu of that, certificate is provided by NeGD.

#### **10.7 Statutory authority obligations, notices, fees & charges**

The Bidder shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or by-law of any relevant authority which has any jurisdiction with regard to the assignment.

The Bidder would comply with all Applicable Laws as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the substantive laws of India.

#### **10.8 Applicable Law and Jurisdiction of Court**

This RFE and the Contract with the selected/empanelled Bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts in Delhi. This clause may be read in conjunction with clause 10.16 (*Arbitration*)

#### **10.9 Single Point of Contact**

The empanelled Bidders have to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no. etc.

#### **10.10 Authorized Signatory**

The empanelled Bidder shall indicate the authorized signatories who can discuss and correspond with NeGD, with regard to the obligations under the empanelment. The empanelled Bidder shall submit at the time of acceptance of empanelment letter, 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 Bidder shall furnish proof of signature identification for above purposes as required by NeGD.

#### **10.11 Substitution of Project Team Members**

During the future/specific assignment(s), the substitution of key staff identified/agreed for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Bidder, as the case maybe, can do so only with the prior written concurrence of NeGD and by providing the replacement staff of the same level of qualifications and competence. If NeGD is not satisfied with the substitution, NeGD reserves the right to terminate the empanelment/specific work order and recover whatever payments (including past payments and payment made in advance) made by NeGD to the selected Bidder during the course of the assignment pursuant to this RFE besides claiming an amount equal to the contract value as penalty. However, NeGD reserves the unconditional right to insist upon the selected Bidder to replace any team member with another (with the qualifications and competence as required by NeGD) during the course of assignment (for which SoW/Proposal/Quote will be invited when required) pursuant to this RFE.

#### **10.12 Rights in Intellectual Property and Material**

All the rights relating to Trade Mark and Copy Right in respect of work generated by the Bidder on behalf of NeGD and paid for by NeGD shall vest with NeGD, provided that NeGD would reimburse the Bidder 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 Bidder 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, reports, information, data etc., collected and prepared by Bidder in connection with the scope of work submitted to NeGD will become the property of NeGD. The Bidder shall not be entitled, either directly or indirectly, to make use of the documents and reports given by NeGD for carrying out any service with any third party. Bidder 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 Bidder used in deliverables shall remain vested with the Bidder. Anything developed during the course of the project shall be owned by NeGD.

### **10.13 Confidentiality**

Information provided under this RFE and subsequent SLA (to be devised when specific Sow/Proposal/Quote invited) (if the Bidder 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 Bidder.
- e. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, pen drive Hard drives, CDs etc., 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 Bidder 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 Bidder 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 RFE 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 indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFE, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agree 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 Bidder hires another person, with the prior written permission of NeGD to assist it in the performance of its obligations under this RFE, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFE 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 Bidder is bound to maintain the confidentiality.

The Bidder 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 RFE; 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 prejudicial to the interests of NeGD or its customers or their projects.

In maintaining confidentiality hereunder the Bidder 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 Bidder 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 right-fully in the possession of the receiving party;
- iii. Is furnished by others to the receiving party without restriction of disclosure;
- iv. Is there after 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 Bidder 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 RFE 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, Bidder 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 Bidder 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 Bidder and NeGD.

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

#### **10.14 Indemnification**

The Bidder appointed under this RFE hereby absolutely, irrevocably and unconditionally indemnifies and undertakes to keep NeGD and /or its directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims, demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions, litigations, or actions, financial or otherwise; at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by NeGD and or its directors, officers, employees, agents and representatives due to reason of any third party claim arising out of –

- NeGD's authorized/ bonafide use of the Services provided by Bidder under this RFE; and/ or
- An act or omission of the Bidder, including its employees, agents, subcontractors in the performance of the obligations of the Bidder under this RFE; and/or
- Claims made by employees or subcontractors or subcontractors' employees (appointed with the written permission of NeGD ), who are deployed by the Bidder, for rendering the service to NeGD; and/or

- Breach of any of the term of this RFE or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFE; and/or
- Any or all the Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/ or
- Breach of confidentiality obligations contained in this RFE; and/or
- Negligence or gross misconduct attributable to the Bidder or its employees
- The total liability of the selected Bidder under this clause and contract shall not exceed the total contract value. The Indemnification shall survive the expiry or termination of the agreement between the Bidder and NeGD.

### **10.15 Termination**

In the event of non-performance of the Bidder as decided by NeGD or any dispute or differences arising between the Parties hereto on any matter / provision set out in this RFE and subsequent Service Agreement for the selected Bidder, 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 Bidder 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 Bidder 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 Bidder would be determined on the basis of the last completed milestone as per the work assigned.

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 Bidder and recover expenditure incurred by NeGD in any of the following circumstances:

- a. The Bidder 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 Bidder is found to be unsatisfactory.
- d. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- e. If the selected Bidder gets merged/ taken over by another firm.
- f. Breach of terms of Contract by the Bidder which in the opinion of NeGD is material.

#### **10.16 Arbitration**

Without prejudice to the right of NeGD to terminate the RFE/Contract and pursue other remedies under RFE/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 Bidder. 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.

#### **10.17 Publicity**

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

#### **10.18 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.

#### **10.19 Written Notice of change in name, form or control of either Party**

The Bidder shall provide NeGD with prompt 30 days prior written notice of any proposed change in Bidder's name, ownership, or form of organization. The Bidder 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.

#### **10.20 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 Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFE. 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.

#### **10.21 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 Bidder's aggregate liability in connection with obligations undertaken as a part of the RFE regardless of the form or nature of the action giving rise to such liability (whether in contract, to otherwise), shall be at actuals 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 Bidder as part of procurement under the RFE. 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 RFE) against the Bidder.

#### **10.22 Survival**

Any provision of the Contract/ this RFE (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/ RFE 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.

#### **10.23 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.

#### **10.24 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.

#### **10.25 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 Bidder/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.

#### **10.26 Adherence to Standards**

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 reserves the right to conduct an audit/ ongoing audit of the consulting services provided by the selected Bidder. NeGD reserves the right to ascertain information from other institutions to which the Bidders have rendered their services for execution of similar programmes.

#### **10.27 Conflict of interest**

The Bidder 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.

#### **10.28 Sub Contracts**

Neither the contract nor any rights granted under the contract with NeGD can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Bidder without advance written consent of NeGD. Any such sale, lease, assignment or otherwise transfer shall be void and be of no effect. The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract. Formation of consortium or association of Bidders and engaging sub consultants is not allowed and such proposals will be disqualified at the evaluation stage itself.

### **10.29 Non-solicitation**

The selected Bidder, 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.

### **10.30 Employer Employee Relationship**

The selected Bidder 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.

### **10.31 Vicarious Liability**

The selected Bidder shall be the principal employer of the employees, agents, contractors etc., engaged by the selected Bidder 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 Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected Bidder shall be paid by the selected Bidder 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 Bidder's employees, agents, contractors, subcontractors etc. The selected Bidder 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 Bidder's employees, agents, contractors, subcontractors etc.

### **10.32 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 Bidder during the course of this assignment as specified in the RFE and paid for by NeGD.

NeGD reserves the right to negotiate any aspect of proposal with any Bidder and negotiate with more than one Bidder at a time after the RFE closes, to improve upon or clarify any response or bid proposal.

NeGD reserves the right to ask some or all Bidders for clarification of their offer to assist in the scrutiny, evaluation and comparison of offers and based on this, disqualify the Bidder whose clarification is found not suitable for the specific project(s).

NeGD reserves the right to share the information/clarifications provided in response to RFE by any Bidder, with any other Bidder (s)/others, in any form.

### **10.33 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 since April 01, 2016 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 RFE/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 RFE 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 softwares, 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 the Contract.
- 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 industry practice.
- 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 investigative agencies.
- 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 the Contract.
- l. That all the conditions precedent under the Contract has been complied.

- 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 the Bidder.
- 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 or service(s).
- p. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the service(s) and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, there is any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep NeGD, its directors, officers, employees, agents, representatives and consultants indemnified in relation thereto.

#### **10.34 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/RFE 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.

### **10.35 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: Checklist for Submission of Response to RFE

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

	<b>Documents to be submitted</b>	<b>Provided</b>	<b>Ref. Page No.</b>
	Tender submitted in Three folders	Yes/No	-
<b>I</b>	<b>Folder 1</b>		
	Bid Security Declaration	Yes/No	-
<b>I</b>	<b>Folder 2</b>		
	Annexure 1	Yes/No	
	Annexure 2	Yes/No	
	Annexure 3	Yes/No	
	Bid signed and stamped by authorized signatory on all pages	Yes/No	-
<b>II</b>	<b>Folder- 3</b>		
	Technical Bid as per <b>Annexure -6</b>		
	Bid signed and stamped by authorized signatory on all pages	Yes/No	-

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.

SIGNATURE -Authorized

Signatory Date:

Full name and designation and, contact details (Seal of organization)

## Annexure 2 - Undertaking regarding agreement of all terms of RFE

To,

Director (A&C), NeGD Electronics  
Niketan  
6, CGO Complex Lodhi  
Road New Delhi –  
110003

Dear Sir,

1. Having examined the RFE including all Annexures, Forms and Appendices, the receipt of which is hereby duly acknowledged, I/we, the undersigned wish to provide the services as per the “Request for Empanelment” –RFE No. [.....] and the other schedules of requirements and services for NeGD in conformity with this RFE.

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

Sr N o	Particulars	Details
13.	Mobile no	
14.	Email Address	
15.	Fax no	

2. We confirm that the corrigendum(s)/addendum(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(s) as mentioned under this RFE on our own and not through any associate.
4. We confirm that we have the technical and human resource capabilities to deliver all the requirements of the above mentioned RFE.
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 to us.
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. We agree to participate/submit proposals for specific bids sought under this RFE.
8. We agree to abide by the General Terms and Conditions.
9. We agree to abide that our proposal is valid 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.
10. 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.

11. We understand that the Request for Empanelment (RFE) does not commit NeGD to reimburse the Bidder for any costs incurred in submission of this proposal. All statements in this RFE and any pre-contract negotiations, understandings and agreements resulting from this RFE are preliminary; consequently, NeGD has no obligation to us until a written contract is executed.
12. We agree that NeGD is not bound to accept the lowest or any Bid NeGD may receive.
13. We understand that NeGD has the right, without assigning reasons thereof, to
  - i. Reject, amend, and modify any condition contained in the RFE
  - ii. Terminate this RFE
  - 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 RFE 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 3 – Pre-qualification Bid

Read Section carefully and furnish the following details accordingly.

Sr	Item	Documents to be submitted
i	Legal Entity	Copy of Certificate of Registration/ Incorporation /Memorandum of Association / Article of Association
ii	Tax registration	Copy of PAN, GST or/and details of other statutory authority
iii	Offices	Annexure 8
iv	Financial Standing	Copy of balance sheets and Annexure 9
v	Project Experience	Copy of Work Order AND, Completion Certificates from the Client OR, Certificate of Completion (Certified by the Statutory Auditor)
vi	Government experience	Copy of Work Order AND, Completion Certificates from the Client OR, Certificate of Completion (Certified by the Statutory Auditor)
vii	Human Resource	Annexure 10
vii	Debarment	Annexure 7

Signature of Authorised Person of Bidder

Full Name & Designation of Authorised Person

Date:

Seal of Bidder

## Annexure 4 – Format for Reference Letter / email from Client

(On letterhead duly stamped and signed / official email  
id of the client)

Date: \_\_\_\_\_

### **TO WHOM SO EVER IT MAY CONCERN**

This is to certify that the following **(Name of the Company)** has been engaged by us for management consulting services for **(Caption of the assignment undertaken)** for the period of \_\_\_\_\_ months/ years from \_\_\_\_\_ (Start date) to \_\_\_\_\_ (End Date) .

Signature

Name

Designation

## Annexure 5 – Technical Bid/Proposal

(Please read **Section 7** and visit/read **Digital India Website ([www.digitalindia.gov.in](http://www.digitalindia.gov.in))** , **MeitY website ([www.meity.gov.in](http://www.meity.gov.in))** **NeGD ([www.negd.gov.in](http://www.negd.gov.in))**, carefully for better understanding of the assignment and tasks. The Bidder should submit the following details:

- 1 Understanding of Concept & conceptual clarity** (Upto 2 page only)
- 2 Understanding of TOR** (Upto 2 page only)
- 3 Innovative ideas** (Upto 2 page only)
- 4 List of Relevant Experiences** - with the documentary evidences be attached.

### a. List of Projects as per format below

Sr	Name of the project (*)	Client Type (Govt/ Others)	Project value (in INR)	Type of event(Physical/ virtual /hybrid)	No Of users/ Participants
1					
2					
N					

\* Kindly attach **Work order AND**, Completion Certificates from the Client **OR**, Certificate of Completion (Certified by the Statutory Auditor)

- 5 Resource/Manpower strength** : Declaration on the letterhead **As per at Annexure 10**
- 6 Pan India presence** : Declaration on the letterhead **As per at Annexure 8**
- 7 Two Presentations** to be made and submitted by agencies
  - (one presentation with 1 mega event of minimum 2 crores organized in the past and 2 mid-sized events of minimum 50 Lakhs each with different clientele )
  - 1 event to be planned on Digital India under the umbrella theme of Azadi ka Amrit Mahotsav of a value of minimum 2 crores
  - Events must capture the following: the design of event from start to finish including pre, post and during event services, hospitality, logistics



- Media Production: Film script, Print ads, Digital Ads, Radio Ad, Radio jingle, social media campaigns, OOH campaigns, any other campaigns that the agency may like to present
  - Innovative ideas for the inaugural ceremony and the event
- The presentation must be made keeping in view both physical and virtual event
  - Understanding of Concept & conceptual clarity
  - Agency Capability: Work experience in event management in the past
  - Network Strength
  - How to enhance Brand
  - Creative ideas that are relevant, solution-oriented and inspiring (Ideation and novelty factor)
- Detailed planning with contingency plans

## Annexure 6 - Performance Bank Guarantee Format

**Bank Guarantee No. :**                      **Date :**

To,

### Re.: Bank Guarantee for PERFORMANCE

WHEREAS \_\_\_\_\_, (hereinafter referred to as the “ \_\_\_\_\_ or Supplier”) which expression shall unless repugnant to the context include its successors entered with **Purchase Order No. Dated** \_\_\_\_\_ (hereinafter referred to as the this nomenclature to be as per the “**Purchase Order**”) with M/s.

\_\_\_\_\_, (hereinafter referred to as “ \_\_\_\_\_”) which expression shall unless repugnant to the context includes its successors, administrators, representatives, for Performance Bank Guarantee, as per the Purchase Order as per the requirements of the \_\_\_\_\_ at the price and on the terms and subject to the conditions contained in the said Purchase Order.

WHEREAS according to the terms of the said Purchase Order, \_\_\_\_\_

\_\_\_\_\_ is required to provide a Performance Bank Guarantee in favour of the \_\_\_\_\_, for the due Performance and Warranty of the “ \_\_\_\_\_ ” contained in the said Purchase Order being % of the Purchase Order price, in the form set out by the \_\_\_\_\_.

AND WHEREAS the \_\_\_\_\_, Supplier

have requested the

\_\_\_\_\_ (hereinafter referred to as “Bank”) which expression shall unless repugnant to the context include its successors to execute NEGD Guarantee for **Rs.** \_\_\_\_\_

**/- (Rupees \_\_\_\_\_ Only)** in favour of the \_\_\_\_\_ which NEGD has agreed to give :

**NOW THIS WITNESSETH AS FOLLOWS:**

In consideration of the said Purchase Order, we Bank do hereby unconditionally and irrevocably on behalf of \_\_\_\_\_ undertake to pay the \_\_\_\_\_, merely on demand and without any protest, demur an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards failure of Warranty and/or Guarantee and/or deficiency in (Purchase Order) undertaken by \_\_\_\_\_ as may be claimed by the \_\_\_\_\_.

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 it's claims 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 to NeGD in writing on or

before **Expiry Date i.e** thereafter.

we shall be relieved and discharged from all liability under this guarantee

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 powers 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 debtors in respect of all claims against the

, at its option shall be entitled to act as if NeGD are the principal hereby guaranteed by 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 guarantees 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 realised.

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

Notwithstanding anything contained hereinabove 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 7 – 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 as under:

- Prevention of Corruption Act, 1988 in last three years from the date of bid submission
- 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 the date of bid submission

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.

Signature  
Name  
Designation  
Date:

Seal of the Organization

## **Annexure 8 – Declaration: PAN India Presence**

(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 Bidder) we have a total of (Nos.....) office across the country. The location and addresses are as under:

Sr	State and City/Town	Address with contact no.
1		
2		
N		

The above addresses have been checked and found true. If NeGD request for address proof at any time we agree to provide the same.

Signature  
Name  
Designation  
Date:

Seal of the Organization



## **Annexure 9 – Declaration: Turnover**

(Endorsed by Authorized Chartered Accountant/Company Secretary)

### **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 they have entered with any other organization within the jurisdiction of India.

<b>Items</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
The profit in the financial year was positive.	Yes/No	Yes/No	Yes/No	Yes/No
The Turnover was (In INR and Crore)				
Average Turnover is In INR and Crore)				

Name:  
Designation:  
Date  
**Seal**

**Annexure 10- Declaration: Resource on Own Payroll**

(Endorsed by Authorized Signatory)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that (Name of Bidder) is having a total of employees (nos.....) on its own payroll on the day of *(insert date)*.

Name:  
Designation:  
Date  
**Seal**

## **Annexure 11: Bid Security Declaration**

To,

Director (A&C),  
National eGovernance Division (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 RFE # <<RFE 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 12- Declaration for Virtual Event

(Endorsed by Authorized Signatory)

### **DECLARATION-CUM-CERTIFICATE**

#### **TO WHOM SO EVER IT MAY CONCERN**

This is to certify that (Name of Bidder) has completed total ..... number of virtual events in last 4 years as per the following details

Sr No.	Date of Event	Name of the Event	Department/client Name	URL	Concurrent Users

NOTE : Please attach screenshot or user manual of web /mobile platform used for each event.

Name:  
Designation:  
Date  
**Seal**