

Request for Proposal (RFP) for the Selection of an Agency to Establish Digital Experience Center at NITI Aayog

GeM ID: _____

National e-Governance Division (NeGD)
Ministry of Electronics & Information
Technology,
Electronics Niketan,
New Delhi

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1 Disclaimer

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

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

The information contained in this RFP 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 RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be made accessible to all the Bidders through website of NeGD (<https://negd.gov.in/>) and as corrigendum/addendum on GeM Portal. Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by NeGD.

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

2 Bid Details

Purchaser NeGD
Address Ministry of Electronics & Information, Technology, Electronics
 Niketan, New Delhi
Website www.negd.gov.in

2.1 Process of Selection

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

- a. Issue of RFP
- b. Pre-Bid Meeting/Clarification/Corrigendum (if any)
- c. Submission of Bids
- d. Screening of Pre-qualification/Eligibility Bids
- e. Technical and Financial Evaluation will be done using QCBS (Quality and Cost Based Selection) method following weightage of 70 (Technical):30 (Financial)
- f. Technical Bid Evaluation including presentations-Technical Score
- g. Bidders securing 70 or more marks in technical evaluation will be qualified for financial evaluation.
- h. The bidder secured Rank 1 (i.e. the most responsive bid, securing highest score) after technical and financial evaluation will be selected for the award of work.

2.2 Activities

Activities	Date & Time
Date of Issuance of RFP	21.11.2023
Submission of pre-bid written queries (e-mail only) shubham.kadam@digitalindia.gov.in	22.11.23 till 6 PM
Pre-Bid Conference/Meeting (Online)–The meeting link will be published at negd.gov.in. <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2RIODViMWitZGUzNy00MDAwLThmZjQtMGY0MDNjMDNjOTQx%40thread.v2/0?context=%7b%22Tid%22%3a%220c0d701-f51f-46c2-9b53-34d49bf89748%22%2c%22Oid%22%3a%229fda8931-8f41-4cc7-822e-f3b076798de7%22%7d </div>	24.11.23 and 11:00 AM
Publication of pre-bid clarifications and issue of Corrigendum/Addendum (if any) to be published at relevant sections of www.negd.gov.in & GeM Portal–www.gem.gov.in.	26.11.23 and 11:00 AM
Last Date for submission of bids at GeM Portal only–www.gem.gov.in.	11.12.23 and 11 AM
Opening of Pre-qualification/Eligibility Bids. The meeting	

Activities	Date & Time
link will be published at www.negd.gov.in. (OPTIONAL TO PARTICIPATE FOR BIDDERS WHO SUBMITTED BIDS)	
Opening of Technical Bids.	Will be intimated to the shortlisted bidders
Technical Presentation (Online) (MANDATORY TO PARTICIPATE FOR SHORTLISTED BIDDERS)	Will be intimated to the shortlisted bidders from eligibility evaluation round
Financial Bid Opening (Online)	Will be intimated to the shortlisted bidders from technical evaluation round
Letter for Award of Work	Will be communicated to the bidder selected
<p>Note:</p> <ol style="list-style-type: none"> i. NeGD reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on NeGD's website and through contact details. 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 RFP Validity period

- a. RFP responses will remain valid and open for evaluation according to their terms for a period of at least **180 days** from the last date of submission of bids.
- b. NeGD shall also have the right at its sole and absolute discretion to engage the selected bidder for similar work at any other location for future requirements.

2.4 Communication on the RFP

- a. Prospective bidders are required to direct all communication for any clarification related to this RFP adhering to the timeline indicated in this RFP, to the RFP Coordinator mentioned below:

Barnali Mukherjee, ADDITIONAL DIRECTOR

Ministry of Electronics & Information Technology,
Electronics Niketan, New Delhi

- b. All queries relating to the RFP, pre-qualification, technical or otherwise, must be submitted by email only (Shubham.kadam@digitalindia.gov.in) 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 (sub **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 & GeM Portals in the relevant sections.
- c. NeGD may, in its absolute discretion, seek but shall be under no obligation to seek, additional information or material from any Bidders after the closure of RFP and all such information and material provided will be taken to form part of that Bidders response.

2.5 Bid Security/EMD

The bidder(s) are required to submit Bid Security Declaration with their bid as per format given at **Annexure 11**

2.6 Performance Bank Guarantee

The Bidder(s) selected for award of work will be required to provide an unconditional and irrevocable Performance Bank Guarantee of **5% (five percent)** of the total work order value from a Scheduled Commercial Bank in India towards due performance of the contract in accordance with the specifications, terms and conditions of RFP document, within 10 days of intimation from NeGD. The same shall be kept valid up to 60 days, beyond the duration of work period. If the Bidder fails to furnish Performance Bank Guarantee within 10 days from the date of issue of Work Order 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 work duration is extended for any reason, the PBG need to be extended accordingly by the Bidder keeping the validity up to 60 days, beyond the extended period.

3 Definitions

- a. “Digital Experience Center” means a physical immersive space in the premises of NITI Aayog at Sansad Marg, New Delhi, which will provide an engaging experience to stakeholders on data visuals and other exhibits, to help inform decision-making.
- 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 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. “RFP” means this “Request for Proposal” prepared by NeGD for the selection of a 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 RFP is published.
- h. “Terms of Reference (TOR)” means the section included in the RFP (at Section 7) which explains the tentative Scope of Work, activities, tasks to be performed by the Bidder selected under this RFP.
- i. “Contract” or “agreement”/acceptance of the RFP terms and Conditions and Work Order Issued mean the contract signed by the parties.
- j. “Agency” shall mean the successful bidder (Person, organization, Consortium) who is selected by the NeGD at the end of the RFP process for execution of the Project and shall be deemed to include the Agency’s successors, agent(s), agency, representatives (approved by NeGD), heirs, Affiliates, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Agreement.
- k. “Day” means a calendar day.
- l. “Parties”- Party or Parties means NeGD or Bidder or both; as the case maybe.
- m. “Deliverable(s)” shall mean all of the equipment, sub-systems, hardware, software, products, accessories, software, source code, documentation, reports and/or other material/items which the Agency is required to supply, install and maintain under the scope of the Agreement.
- n. “Documents” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents /records as contemplated as per Information Technology Act 2000 and the rules framed under the said Act;
- o. “OEM” means the original equipment manufacturer of any equipment / system / software / product who is / are providing such Goods to the Authority under the scope of this RFP or the Agreement;
- p. “O & M” shall mean Operations and Maintenance services for the software, hardware and other IT and Non-IT infrastructure installed as part of the project after Go-Live or Phase wise Go-Live and for a period of 3 years from the date of Go-Live or phase wise Go-Live. Warranty period of the products supplied under the project i.e., hardware, software, IT/Non-IT systems etc., will be considered after phase wise Go-Live only.
- q. “Service Levels” shall mean the level of service to be provided/rendered by Agency for executing/completing the Works and for meeting its various obligations under the

- Agreement and shall include the meaning set forth in Section ----- of this RFP
- r. "Termination Notice" shall mean the notice issued by either Party to the other Party in accordance with the provisions of the Agreement terminating the Agreement;
 - s. "Project Team" means the Agency Key Personnel, team members or any other person duly authorized by the NeGD for the execution of the Works and the Project.

4 About Purchaser

The National e-Governance Division (NeGD) was established in 2009 as an Independent Business Division under the Ministry of Electronics & Information Technology, within the Digital India Corporation (formerly known as Media Lab Asia). NeGD has since played a crucial role in supporting the Ministry of Electronics & Information Technology (MeitY) in managing and implementing various e-Governance Projects. It provides technical and advisory assistance to Ministries, Departments, and Government organizations at both the Central and State levels.

NeGD's primary focus areas encompass program management, project development, technology management, capacity building, and awareness and communications-related activities under the flagship Digital India Programme. The division has been instrumental in the development and management of several National Public Digital Platforms, including DigiLocker, UMANG, Rapid Assessment System, OpenForge, API Setu, Poshan Tracker, Academic Bank of Credits, National Academic Depositories, National AI Portal, MyScheme, India Stack Global, Meri Pehchaan, and others.

The existing roles and responsibilities of NeGD are as follows:

- i. Providing strategic direction for framing policies and implementation strategies for the Digital India Programme in various e-Governance domains.
- ii. Offering proactive support to Central and State Governments for Mission Mode Projects and other e-Governance initiatives.
- iii. Acting as a facilitator and catalyst for the successful implementation of the Digital India Program by collaborating with various Ministries and State Governments.
- iv. Providing technical assistance to Central Ministries and State Line Departments in their e-Governance projects, either directly or in partnership with professional consultants.
- v. Conducting technical appraisals of e-Governance projects, evaluating aspects such as overall technology, architecture, framework standards, security policies, service delivery mechanisms, and common infrastructure sharing.
- vi. Developing generic/model Expression of Interest, Request for Proposal, Standard Contracts, PPP Models, and other related documents to be used by the States for various stages and requirements of projects.
- vii. Ensuring effective citizen engagement and communication with all stakeholders through offline and Social Media channels.
- viii. Conducting impact assessments and measuring e-Readiness of e-Governance projects in all States and Union Territories.
- ix. Managing recruitment, deployment, and HR aspects of specialized resources in State e-Governance Mission Teams across all States and UTs.
- x. Initiating training and development programs, including the development of competency frameworks, training guidelines, case studies, etc.
- xi. Developing Online and Web-based Training and establishing a Learning Management System.
- xii. Through its multifaceted roles and responsibilities, NeGD actively contributes to the growth and advancement of e-Governance in India, enhancing accessibility, efficiency, and transparency in governance processes while ensuring citizen-centric service delivery. For more information about NeGD, please visit www.negd.gov.in

5 Invitation

NeGD invites Proposals (the “**Proposals/Bids**”) for appointment of an Agency to work 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 RFP. The criteria and the actual process of evaluation of the proposals in response to the RFP will be entirely at NeGD’s discretion. The Bidders/ Applicants should have the necessary experience, capability and expertise to perform, as per the Terms of Reference and to adhere to NeGD’s requirements. The RFP is not an offer by NeGD, but an invitation to receive responses from potential Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal work order is issued 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 RFP from the Agencies registered at www.gem.gov.in and fulfill the following criteria:

Sr. No	Details	Supporting Documents to be submitted
1	The Bidder should have been in existence in India at least 10 year or more (from the date of publication of RFP) either by the date of incorporation in India or by virtue of functioning as a Branch office of a parent company with operations & projects in India.	Certificate of Incorporation / Constitutional Documents / deed / or any other proof confirming company existence
2	The Bidder should have a functional office in Delhi NCR	Declaration by authorized signatory mentioning addresses and contact details (email & phone, mobile etc) of local head. (Refer Annexure 8)
3	The bidder should have valid GST and PAN Registrations	Certificates on GST Registration and PAN
4	The Bidder should have Expertise and practical knowledge in establishing, operating, and maintaining a Centre with digital experience components or/and designed and conceptualized at least one similar project i.e. Experience Centre, Interpretation Centre, or Multimedia Exhibitions or Permanent Exhibitions (completed and made functional) of value of at least Rs. 3 Crore or above in the last 5 years (from the date of publication of RFP) with expertise like spatial exhibit design, exhibit production detailing pertaining to physical and tech based installations, interior fabrication and fit-out works, interactive systems & touch-tables including development of applications, LED screens, video conference setups, digital whiteboard, content creation, data fetching and its adaptation basis required output, graphic design for illustrated and / or montage panels & signage work, HVAC works, lighting works, strategizing & successful commissioning of Security Protocols, etc MOA of the Bidder/Agency should have " service of establishing, operating, and maintaining a Centre with digital experience components or/and designed and conceptualized or services in similar nature" as either main objective or ancillary to the main objective in	Copy of Work Order And, Client Certificates (refer Annexure 5) And, Copy of MOA

Sr. No	Details	Supporting Documents to be submitted
	“Details” column.	
5	<p>The applicant must have below mentioned manpower and with relevant qualifications and experience as employees/ associates/ consultants.</p> <ul style="list-style-type: none"> • Lead Project Manager with minimum experience of at least 10 years. • Project Manager Spatial Transformation with minimum experience of at least 10 years. • Interior Designer or Industrial Designer with degree in B.Arch. or equivalent as approved by CoA act 1972 or Diploma in Interior Designing with min. 5 years of professional experience. • Project Manager IT to have worked in windows and web-based applications with minimum experience of at least 10 years. • Software Developer with minimum experience of at least 7 years. • Web Developer with minimum experience of at least 5 years. • Creative & Content Director with minimum experience of at least 10 years. • Audio Visual Expert with relevant graduation in electronics & communication engineering with 7 years of professional experience. • Graphic Designer with minimum 7 years of professional experience. • Content Strategist with minimum experience of at least 5 years. • Electrical Expert with relevant graduation in Electrical Engineering with 7 years of professional experience. • Lighting Expert with relevant graduation in Mechanical Engineering with 7 years of professional experience. • HVAC Expert with relevant graduation in Mechanical Engineering with 7 years of professional experience. • Security Strategist with minimum experience of at least 10 years. • Security Expert with minimum experience of at least 5 years 	<p>Refer Annexure 12 - countersigned by HR Head/Director/Authorized Signatory</p>
6	<p>The Bidder must have average annual turnover of at least Rs. 15 Crores (Rupees Fifteen Crores Only) or more during last three financial years i.e. (2020-21, 2021-22 and 2022-23)</p>	<ul style="list-style-type: none"> • CA Certificate (Refer Annexure 13) and • Audited Annual Accounts for the last three years
7	<p>The Bidder should not be owned or controlled by any</p>	<p>Self-Declaration by the Bidder</p>

Sr. No	Details	Supporting Documents to be submitted
	Director or Employee (or Relatives) of NeGD/DIC and any of its Divisions.	on Company's letter head (refer Annexure 7)
8	<p>The Bidder has not been penalized or found guilty in any court of law and the (firm/ company) or any successor has not been blacklisted / debarred by any Central Government Ministry / State Government / any other regulatory authority under:</p> <ul style="list-style-type: none"> • Prevention of the Corruption Act, 1988 in last three years from bid submission date • The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract in last 1 year from bid submission date 	Self-Certification by the Bidder on Bidder's letter head to be provided. (refer Annexure 7)
9	The Bidder has not defaulted to any Government entity within the jurisdiction of India.	Self- declaration as per the format (refer Annexure 6)

Note:

- a. Cut-off date for the above to be taken as date of publication of tender unless other wise specified.
- b. Documentary evidence must be submitted for each Criteria.
- c. Self-declaration needs to be signed by Authorized Signatory / as specified.
- d. NeGD may independently verify the documents either on its own or through 3rd party

6.2 Technical Bid/Proposal

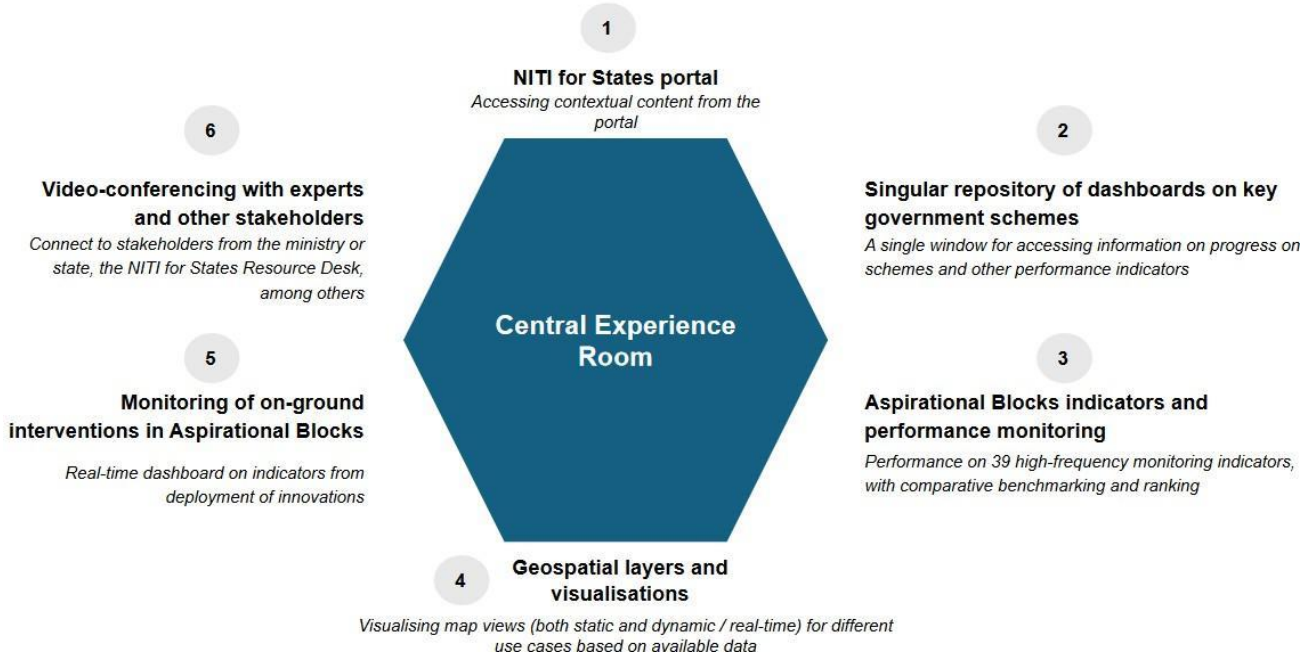
- a. Technical proposal will include details of overall approach to the Scope of Work listed in this RFP.
- b. In Technical presentation bidders need to mention exact hardware they will be using along with specifications. If Bid is without proper information, the committee will disqualify the bidder
- c. 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)

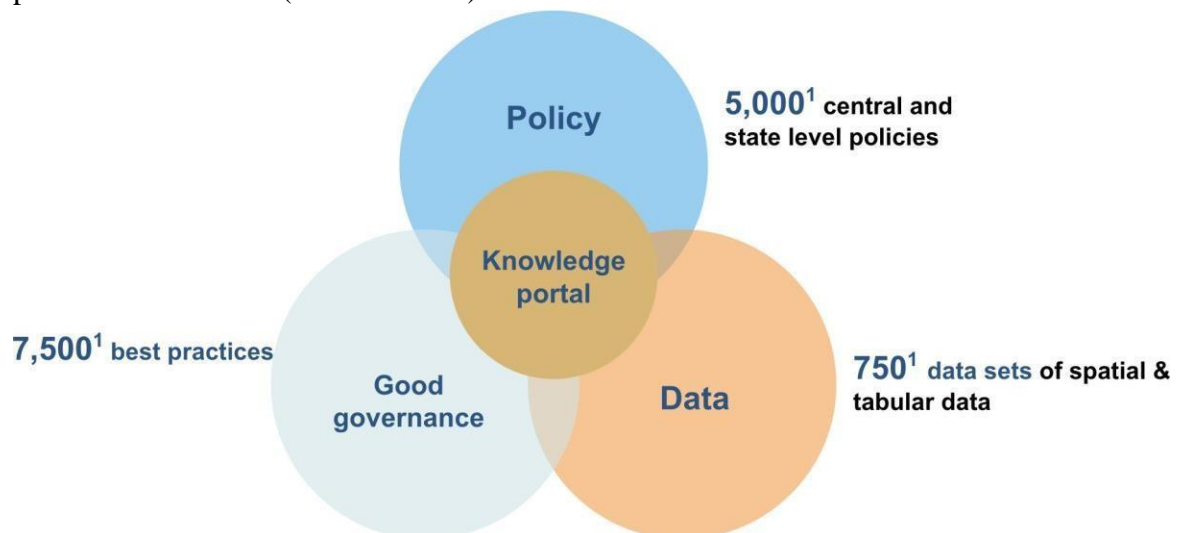
7.1 Background

- Recognising the immense potential of transformative projects being implemented across the country, to bring in efficiency and effectiveness in citizen-centric services, socio-economic transformation, especially in the fields of education, health, skill-building, entrepreneurship and in creating employment opportunities, it was considered prudent to demystify the concept of digital experience and disseminate information on various initiatives taken up by various Central and State Governments, to the people.
- Keeping the above in view, NeGD has proposed to establish a state of the art Digital Experience Center at its office (NITI Aayog) at New Delhi.
- A Digital Experience Center is envisaged at the NITI Aayog premises, to curate an immersive and interactive experience for policymakers and decision-makers, to enable them to take evidence-based decisions. To support this crucial endeavour and enhance the capabilities of policymakers at Central, State/UT, District and Block level, NITI Aayog envisions the creation of a dedicated Digital Experience Center. NITI for States portal will be one of the cornerstones for the static content to be used in the Digital Experience Center. Other real-time information will be sourced from geospatial layers, dashboard of flagship schemes, etc.
- The Digital Experience Center aims to revolutionize policymaking by seamlessly integrating data-driven insights, fostering collaboration, and enabling evidence-based governance. Through the convergence of cutting-edge technology, geospatial data, and real-time monitoring, the Digital Experience Center will empower policymakers to navigate complex challenges and steer the nation towards sustainable growth and development.
- The Digital Experience Center will bring in following key capabilities to aid stakeholders in taking evidence-based decisions:

The Central Experience Room will bring in key capabilities to aid stakeholders in taking evidence-based decisions



- **NITI for States Portal:** The NITI for States portal / Knowledge Portal, is a repository of policies across states and union governments, best practices from national and (in some cases) international contexts, and multiple data sets. These three pillars, looked at together, are aimed to provide key information to aid in decision-making. The NITI for States portal will be one of the cornerstones for the content (static as well as dynamic) to be used in the Digital Experience Center. The NITI for States portal / Knowledge Portal, is being developed as a repository of policies across States and Union Governments, best practices from different pockets of India and (in some cases) International contexts.



The NITI for States portal covers the **following sectors and cross-cutting areas** –

Ten Core Sectors

- Education
- Health
- Manufacturing
- Livelihoods, Employment & Skilling
- Water resources & WaSH
- Urban
- Energy
- Tourism
- MSME
- Agriculture

Six cross-cutting themes

- Sustainable Development Goals
- Gender & Social Inclusion
- Digital Technology
- Monitoring & Evaluation
- Innovation
- Climate

- **Area Based Planning:** Digital Experience Center with Geo-spatial Visualization showcases the presence of related assets such as anganwadi centers, schools, road connectivity, etc. in a particular region and help key stakeholders to identify gaps for necessary intervention such as scheme/service convergence for fund allocation, infrastructure such as Anganwadi Centers, road, bridge, etc. or any other.
- **Dashboards on Key Government Flagship Schemes:** A dashboard for assessing information on flagships schemes on socio-economic and other indicators will be presented to monitor the progress.
- **Aspirational Blocks Programme indicators performance monitoring** the programme focuses on improving governance to enhance the quality of life of citizens and service delivery in 500 blocks from across 27 States and 4 Union Territories of India. Each block will focus on monitoring 40 key socio-economic indicators categorized under major themes: Health and Nutrition, Education, Agriculture and Allied Services, Basic Infrastructure and Social Development
- **Frontier@50 Technology Intervention:** Real time monitoring of the digital infrastructure proposed to be installed at Aspirational Blocks by start-ups and innovators.
- Video Conferencing and Stakeholder discussion capabilities

The aforementioned elements are indicative and not exhaustive. The Digital Experience Centre can evolve with more features and content, as per the needs of stakeholders in the future.

- Key Stakeholders
 - Public Representatives (Union Ministers, Chief Ministers, etc.)
 - PMO/Cabinet Secretariat
 - Central Ministries/Departments Officials
 - States/UTs Departments Officials
 - NITI Aayog

8 Scope of Work, Deliverables & Timelines

8.1 Scope of Work

8.1.1 Concept Design & Architectural Planning

- a. To create innovative interior layout/ architectural design and planning optimized for interactive exhibits, immersive displays, and visitor flow for an area of approx 490 sq. ft (Layout mentioned below).
- b. To design visually appealing and functional spaces that accommodate various exhibit themes, including furniture and fixtures.
- c. To develop plans for lighting, sound, display, and projection systems to enhance the visitor experience.
- d. To provide at least 3-5 alternative layout plans for internal evaluation and finalization.

8.1.2 Software Development and Integration:

- a. To develop a common interface software for the exhibits.
- b. To integrate software solutions from internal and external stakeholders (such as government websites and software) through API Integration/URL depending on arrangement with concerned stakeholders to ensure a cohesive and user-friendly experience.
- c. To conduct rigorous testing to ensure the reliability, seamless performance of all digital systems.
- d. To visualize and design user-flows for seamless navigation for different content types and different categories of users, different screens.
- e. Software should be prepared in a plug-and-play model where newer websites/ software can be easily integrated in a minimal bespoke development.
- f. Quality assurance, debugging & testing of software being developed, including dedicated in-person assistance to operate the software
- g. The software to have AI based Chatbot or Chat Interface, encompassing the Open AI Large Language Models integration to enhance Customer Experience.**
- h. The common Interface Software and AI Based chatbot can be hosted on Meity approved CSPs, having native services such as API Based integration, Managed Application, databases, Security & Large Language Models with all services hosted out of India Datacenters.**

8.1.3 Hardware Supply and Integration

- a. Deployment of state-of-the-art sectoral hardware / specification for setting up of the Centre
- b. Deployment of the Hardware as per the latest industrial standards (such as ISO/BIS Standard).
- c. Continuous maintenance and updation/ upgradation of the technology (not older than Long Term Support i.e., LTS version) / hardware

8.1.4 Audio-Video Content Production

- a. To produce multimedia content, including videos, interactive simulations, etc.
- b. Create high-quality audio and video content, including narrations, soundscapes, and video presentations, especially for the external video wall, a welcome screen for visitors and other similar use cases
- c. Integrate audio-visual elements seamlessly into the exhibits for an immersive experience.

8.1.5 Fit-Outs and Infrastructure Work

- Fit-out activities, including the procurement and installation of furniture, lighting, and exhibit structures.
- Infrastructure work, including electrical and networking setup.
- Ensure compliance with safety standards and building codes.

8.1.6 Operations and Maintenance (3 Year):

- To develop a comprehensive strategy for the ongoing management and maintenance of the digital exhibits and technologies for a period of 3 years.
- To provide in person training for staff members on equipment/application operation, troubleshooting, and visitor interaction.(Once in every 3 months).
- Define O&M personnel, their competency and training
- Define risks and dependencies as well as mitigation plan
- Ensure systems and cloud facilities are always up and running
- Manage installations, configurations, updates and upgrades including backups, as and when required
- Ensure real time monitoring of service levels, performance and utilization of all systems, devices, equipment and manpower resources
- Training sessions to be conducted at a regular frequency for NeGD Staff/members (quarterly)
- May increase for a block of 2 years on the mutual decision between NEGD and the performance of the successful bidder

The aforementioned information parameters are only indicative and not exhaustive.

8.1.7 Indicative/ Suggested list of Hardware

Touch Walls/LED/LCD (x2):

- * High-resolution touch screens with multi-touch capability (according to design and space) Minimum Full HD.
- * Minimum size: 4 meters by 1.5 meters or more
- * Powerful processors and graphics cards to manage interactive content smoothly.
- * Minimum Processor: Higher processor with a clock speed of 3.0GHz or more.
- * Minimum capabilities of Graphics Card for comparable high-quality graphics rendering.
- * Memory: Minimum 16GB DDR5 RAM for smooth multitasking.
- * Durable, scratch-resistant glass surfaces.
- * Integration with gesture recognition technology for interactive presentations. Projected Capacitive Touch (PCT) with min 10 simultaneous touch points.
- * Response Time: Ultra-low latency (less than 6ms) for real-time touch interactions.
- * Internet connectivity for real-time updates. Ethernet plug-in or WiFi.

Centre Table

- * Minimum 55” central table with built-in interactive touchscreen capabilities with high processing unit. (Latest CPU with 4.90+ GHz Clock Speed, 32GB RAM, dedicated Graphics card, HDMI/ WIFI/ Bluetooth connectivity)
- * Table connectivity for device integration (e.g., laptops, tablets).
- * Minimum 4 HDMI ports and USB-C.
- * Memory: Minimum 32 GB DDR5 Ram for smooth multitasking

- * Internet connectivity for real-time updates. Ethernet plug-in or WiFi

Video wall for entry (as per design)

- * Comprising multiple large, high-resolution displays (minimum 4K). 4K UHD (3840 x 2160pixels) multi-touch support: 10 points or more
- * Processing hardware to manage video wall content seamlessly. Minimum i7 Processor, 16 GB DDR 5 RAM

Video Conferencing Area:

- * High-quality cameras and microphones for video conferencing. Minimum 2 Webcams or Cameras: HD webcams with at least 1080p resolution for user interaction and facial recognition.
- * Collaboration tools, such as Zoom or Microsoft Teams.
- * Video conferencing codec for high-quality audio and video. Depth Cameras: High-resolution minimum HD 1080p 60 FPS for accurate depth sensing and gesture recognition.

Kiosks (as per design):

- * Interactive kiosks with touchscreens.
- * High-speed processors and ample memory for smooth interaction.
- * Preloaded applications for showcasing specific content or data.
- * Internet connectivity for real-time updates.

AI Capabilities:

- * Integration with the Digital Experience Center's ~~main server~~-common interface application.
- * AI processing for natural large language models with query understanding and response generation, on Meity Empaneled cloud
- * Integration with voice recognition for voice-based interactions, such as Google Cloud Speech-to-Text, Amazon Transcribe, Microsoft Azure Speech Services, IBM Watson Speech to Text
- *

Audio-Visual System:

- * High-quality speakers for immersive audio with Dolby Atmos/DTS X enabled capabilities and 3D surround sound.
- * Audio processing hardware for clear sound.
- * Microphones for audio input
- * Centralized AV control system.
- * Acoustic treatments to ensure optimal sound quality.

Network Infrastructure:

- * High-speed, redundant internet connection.
- * Network switches and cabling for wired and wireless connectivity.
- * Network security features to protect data and systems
- * Cloud space requirement

Furniture and Room Setup:

- * Ergonomic and comfortable seating.

- * Cable management solutions to maintain a clutter-free environment.
- * Adequate power outlets and charging stations

Monitoring and Analytics:

- * System for continuous monitoring of hardware and software performance.
- * User analytics to understand visitor engagement.
- * Report and alert systems for maintenance and problem resolution with minimum response time

Security and Access Control

- * Access control software to limit access to authorized personnel.
- * Undertaking periodic security audits based on protocols, and ensuring observations from such audits are addressed
- * Data encryption and regular software updates
- * All networking hardware and services including high-speed connection, switches and cables
- * Network security features to protect data and systems
- * Cloud hosting storage (The cloud service providers should offer 99.9% uptime SLA with Active-Active/Active-Passive)

Note: The facility should be cutting-edge, keeping in mind security and functionality.

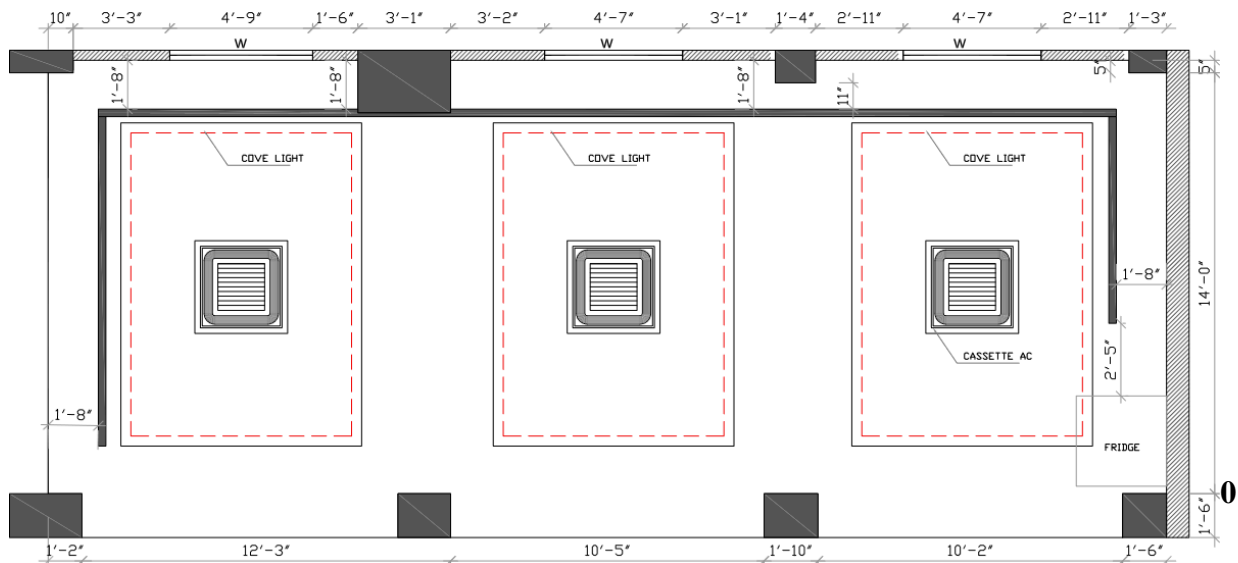
Quality of products/ equipments used should be of the highest grade with latest technologies and standards.

Application should be fixed for all the security parameters and safe to host the application certificate should be obtained by bidder through STQC certified vendor.

The aforementioned information parameters are only indicative and not exhaustive

- The selected bidder will have to ensure that the entire Center is made operational with the IT Hardware & Software as per RFP under the guidance or NeGD/DIC. The selected bidder shall ensure to run the center for a minimum period as defined in the RFP.
- In essence, the diverse forms of content - some being built and others that will require curation - must be pieced together in the form of a user journey and story, that should ideally spark ideas, conversations and actionable insights that can lead to pathways for development for states, districts, and blocks.

Layout of existing experience studio:



8.2 Deliverables & Timelines

Following deliverable and documentations shall be made available to NeGD:

- Functional Digital Experience Center with hardware and software installations
- Manpower deployment of the project in the following format:

S. No.	Time Period of deployment	Purpose	Min. Exp	In-house/ Remote	Count

- Research report for visualization of the Digital Experience Center
- Architectural Design/ Concept layout Document
- Technical know-how of the Software developed
- Specification sheet of all the hardware installed, along with original invoices and documentation signifying originality of the hardware
- Standard Operating Procedure document for the Digital Experience Center
- Step-by-step demo video and manuals for operating the Digital Experience Center
- Any other documentation as necessary by NeGD

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

Sr. No.	Activity	Time duration
1	Issuance of Work Order (by NeGD)	T⁰
2	STAGE 1: INCEPTION REPORT including all the strategy, plan, monitoring, deployment team etc.	T⁰ + 5 days
3	STAGE 2: CONCEPT STAGE -Conceptual designs and sketches with layout plans and proposal including preparation of site plans.	T⁰ + 10 days
4	STAGE 3: PRELIMINARY DESIGN AND DRAWINGS -Preliminary drawings, layout plans, areas as carved out, circulation, study model, etc., for the Client's approval.	T⁰ + 15 days
5	STAGE 4: DRAWINGS FOR CLIENT'S/ APPROVALS -Preparation of detailed drawings necessary for Client's/ approvals.	T⁰ + 20 days
6	STAGE 5: CONSTRUCTION /INSTALLATIONS	T⁰ + 45 days
7	STAGE 6: GO LIVE	
8	STAGE 7: OPERATION AND MAINTENANCE	T⁰ + 3 years

Note:

Sufficient manpower (3 in-house resources minimum 1 team leader and 2 deputies for 1 software; 1 hardware) to be deployed by bidder for day-to-day activities, regular supervision of works and monitoring of site during execution and maintenance. It may kindly be noted that NeGD may interview the resources to be deployed under the assignment to check their best suitability in the proposed assignment.

One technical resource to be deployed at the site for demonstration of applications, maintenance, and resolve issues (if any) and day to day work etc on the site during contract period (at any given time Negd can ask for replacement /substitution of the resource). However, some work may be carried out by an agency from its other office.

Exit Management: Knowledge transfer should be done before completion of project (atleast 2months prior to the completion)

9 Submission of Bids

9.1 Pre-Bid Clarifications

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

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

- d. Bidders must adhere to the above template while submitting their queries.
- e. Any requests for clarifications post the indicated date/time may not be entertained.

9.2 Clarification to Pre-Bid Queries/Issue of Corrigendum (if any)

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

9.3 Publication of RFP

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

And <https://gem.gov.in/>

9.4 Submission of Proposals

- a. Bidders are required to submit their Bids via GeM portal only.
- b. The Bidder should take into account any Corrigendum/Addendum to this RFP document that may have been published before submitting their Proposals.
- c. A three staged bid system will be followed in addition to submission of EMD (i.e. Bid Security) for this RFP. The three bids to be submitted by bidders on GeM are:

	Bid Cover/ Folder	Contents
1.	Bid Security	<p>Proposal-1 shall be titled, “Bid Security Declaration” and shall be uploaded (on GeM Portal) as a single PDF document and shall be duly signed using DSC. It should clearly show the details and the original is to be uploaded.</p> <p>Relevant Annexure(s) are: Annexure 11: Bid Security Declaration</p>
	Eligibility Criteria	<p>Proposal-2 shall be titled, “Eligibility Criteria” and shall be uploaded (on GeM Portal) as single PDF document and shall be duly signed using DSC. It should contain all supporting documents for eligibility criteria (Reference at Section 6 and Sub-Section 6.1). All pages of the document (.pdf) shall be numbered and signed/initialed by the authorized signatory.</p> <p>Relevant Annexure(s) are: Annexure 1: Checklist for Submission of Response to RFP Annexure 2 - Undertaking regarding agreement of all terms of RFP Annexure 3 – Pre-qualification Bid Annexure 4 – Format for Reference Letter / email from Client Annexure 7 – Declaration: Not penalized or Found Guilty in any Court of Law Annexure 8 – Declaration:Offices Presence Annexure 9 – Declaration: Turnover</p>
2.	Technical Bid	<p>Proposal-3 shall be titled, “Technical Proposal” and shall be uploaded (on GeM Portal) as single PDF document and shall be duly signed using DSC. Technical proposal shall cover the documents required against the technical evaluation parameters and the technical presentation (Reference Sub Section 6.2 and Sub-section 9.3). All pages of the document (.pdf) shall be numbered and signed/initialed by the authorized signatory.</p> <p>Relevant Annexure(s) are: Annexure 5 – Technical Bid/Proposal Annexure 4 – Format for Reference Letter/ email from Client And, Technical Presentation</p>
3.	Financial Bid	<p>Proposal-4 shall be titled, “Financial Proposal” and shall be uploaded (on GeM Portal) as single exl. document and shall be duly signed using DSC. It should contain the formats related to financial proposal as</p>

	Bid Cover/ Folder	Contents
		<p>mentioned in RFP (Reference Sub-Section 9.4 and Annexure 13).</p> <p>Relevant Annexure(s) are:</p> <p>Annexure 13 – Financial Bid Format</p> <p>Financial Proposal or any part thereof should not be kept/mixed with the Proposal-1 (EMD), Proposal 2 (Eligibility), Proposal-3 (Technical Bid) in either explicit or implicit form, in which case the bid may be rejected.</p>

- d. Please note that prices/rate should not be indicated anywhere other than Financial Proposal. If found anywhere before opening of the Financial Bid, the proposal will be liable for rejection.
- e. 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.
- f. 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.
- g. The bids are to be submitted electronically on GeM on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
- h. The bid response of the Bidder to be submitted and uploaded on GeM Portal against this RFP.

9.5 Submission of Bids only through GeM Portal

- a. No manual Bids shall be made available or accepted for submission. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as non-responsive.
- b. Bids shall be received only through GeM Portal on or before the deadline for the bid submission.
- c. Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- d. Bidders need to sign or up-load the Tender Document along with its corrigendum & amendments. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
- e. Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded PDF documents should not be password protected. Bidder should ensure the clarity/legibility of the scanned documents uploaded by him.
- f. NeGD reserves its right to call for verification originals of all such self-certified documents uploaded by any of the bidders; at any stage of evaluation, especially from the successful Bidder(s) before the issue of Purchase Order.
- g. Bidder shall upload the price as per Financial Bid (BoQ) on GeM Portal without any Zero values in the unit price column.

- h. The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.
- i. NeGD shall not be responsible for any failure, malfunction or breakdown of the electronic system/internet issues used during the e-Tender Process at bidder's end.
- j. NeGD may extend the deadline for bids submission in which case all rights and obligations of the NeGD and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
- k. Bid submitted through modalities other than those stipulated in tender document shall be liable to be rejected as non-responsive.

9.6 Assistance to Bidders

- a. Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in the RFP adhering to the timeline specified.
- b. Any queries relating to the process of online bid submission or queries relating to GeM Portal must be addressed with GeM contacts available at <https://gem.gov.in/>. It may kindly be noted that NeGD has no any role in providing any assistance in bid submission at GeM.

9.7 Rules for Responding to this RFP

- a. The firms/Bidders should use the formats prescribed in Annexure(s) of this RFP in submission of the RFP Response.
- b. All responses received after the due date/time as mentioned in the RFP 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 Bidders and may be accepted by NeGD to form part of final contract between NeGD and the selected 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 RFP circulated by NeGD. The Bidder shall be fully responsible for deviations to the terms & conditions etc., as proposed in the RFP.
- 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.

10 Evaluation of Bids

10.1 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the “Bid Details” for RFP given in the beginning of the RFP. During the opening of the bids, the Bidders can depute an authorized representative (only one) to attend the bid opening process (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"> ● The meeting link will be published at NeGD website ● Opening of Bid security folder (if found in order the bid will be eligible for opening of pre-qualification bid)
2	Opening of Technical Bid	The meeting link will be shared with the Contact person (via e-mail) of the Bidders shortlisted in pre-qualification round.
3	Technical Presentation	The meeting link will be shared with the Contact person (via e-mail) of the Bidders. The Contact person will need to share the details of resources and members who will join the same MANDATORY TO PARTICIPATE BY THE SHORTLISTED BIDDER
	Financial Bid Opening	The meeting link will be shared with the Contact person (via email) of the qualified Bidders from technical evaluation. The Contact person will need to share the details of resources and members who will join the same

10.2 Preliminary Scrutiny

NeGD will scrutinize the bids received to determine whether they are complete and as per the RFP 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 .

10.3 Technical Evaluation

- a) Technical bid submitted will be evaluated by an Evaluation Committee. The Evaluation Committee would also undertake a discussion/presentation with the Bidders on the understanding of the assignment, proposed ideas and solution, and the experiences. The technical capabilities and competence of the Bidders should be clearly reflected in the discussion/presentation.

- b) NeGD will inform the date, time and venue of the discussion/presentation to the Bidders.
- c) Based on the details submitted by the Bidder in the Technical Proposal and the Discussion/Presentation with the Evaluation Committee at NeGD, the Technical Evaluation of the eligible Bidders will be carried out as furnished below:

	Parameters	Max Marks	Scoring Criteria
	<p>Support Team:</p> <p>Creative Director (Team Leader) – having experience in leading the team for execution of similar nature of work experience.</p>	10	<p>CV of key personnels along with their experience certificate from all the employers to support total years of experience/ total number of projects worked on. In case qualification is also required, proof of qualification shall also be submitted.</p> <p>If the personnel engaged by the Firm are not shown in payroll and are engaged for this specific project, the Firm need to submit an undertaking that the deployed personnel will remain with the project till the project is over.</p>
1	<p>The bidder must have an average annual turnover INR 15 Crore in the last 3 financial years (2020-21, 2021-22, 2022-23)</p> <p>(Refer Annexure 13)</p>	10	<ul style="list-style-type: none"> ● Rs. 15.00 -17.50 Cr: 5 Marks ● Rs. 17.51 -20.00 Cr: 7 Marks ● Rs. 20.01 Cr or above: 10 Marks
2	<p>The bidder should have experience in implementation of COMPLETED project as described in eligibility criteria <u>in past 5 years</u></p> <p>(Refer Annexure 5 and copy of work order and Completion Certificate - for each project)</p> <p>Similar Experience includes handling works which include AV systems like Projections over domes, Screens, interactive tables, LED screens, Projectors, Interactive screens, Kiosks, Speakers including parabolic focus speakers serving as audio zones,</p>	20	<ul style="list-style-type: none"> ● One project with value of 3 Crore to 4.99 Cr. –10 Marks ● One project with value of 5 Crores to 9.99 Cr. – 15 Marks ● One project with value of 10 Crores or more – 20 Marks

	DMX controlled lighting works. (Refer Annexure 5 and copy of work order- for each project)		
4	Detailed Quality and Quantity of Hardware / Equipment for the proposed design by the agency	10	Scoring will be done based on quality of the hardware / equipment
5	Technical Presentation (bidder needs to submit copy of presentation in ppt/pdf format at designated email ID prior to the scheduled presentation)	50	Scoring will be done on the basis of: <ul style="list-style-type: none"> ● Understanding /Conceptualization of project (5 marks) ● Approach & Methodology, deployment plan, Operations, and monitoring plan (20 marks) ● Concept & innovative ideas (10 marks) ● Quality of varied Immersive and experiential Digital technologies etc.(5 marks) ● Demonstration/Walkthrough video of the proposal (10 marks)
Grand Total		100	Minimum 70 marks required to qualify for further evaluation (i.e. to be a part of Financial Bid Opening)

NOTE: Bidders will be required to share the copy(ies) of presentation in advance (at least 2 hours before presentation) to the designated e-mail contact .

Bidders who will score at least 70/100 in technical evaluation criteria will be considered as technically qualified.

- a. Documentary evidence must be submitted for each criteria and undertaking or declaration made by the Bidder must be on the letterhead 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 the Tender Evaluation Committee can ask for clarifications on their own discretion.

10.4 Financial Evaluation

- a. The marks scored in the technical bid which essentially rates the Bidder on **technical criteria will be given weightage of 70%. The financial bids will be given a weightage of 30%.** The combined score of technical and financial will determine the ranking of the firms. In case of a tie in the combined score between Bidders, the Bidder with higher technical score will be given a higher rank. NeGD will appoint the top ranked consultant based on the ranking derived from the combined score. If technical and financial scores are the same then the bidder with more years of experience will be considered.
- b. Bidders secured at least **70 or more** in technical evaluation will be eligible to participate in the financial bid opening process. The Financial Bids (**i.e. Annexure 13**) of the technically qualified bidders will be opened on the prescribed date. Representatives of Bidders may witness the opening of financial bids.
 - In Format given at **Annexure 13**, the Bidders are required to quote their total fee (inclusive of GST as applicable) for the assignment. This amount / quote is to be used for financial evaluation purpose and, award of Work Order (if selected).
- c. After opening of financial bids of eligible bidders, the financial scoring will be done.
- d. The lowest financial quoted rate will receive highest marks i.e. 100. Scoring to other higher quoted rate will be assigned using formula as below:

Financial Score = (Lowest Quote among the Bidders/Quote of the Bidder)*100
- e. After weighted scoring of both technical and financial bids, they will be combined together and ranked. Highest scorer will secure Rank 1, then Rank 2 and so on.
- f. The Bidder with **Rank One** (most responsive bid) based on QCBS system will be selected as the most suitable Bidder using a weightage of **70:30** for Technical and Financial respectively.
- g. A illustration for calculation of combined score is as under:

A	B	C	D	E	F	G	H	I
Sr.	Name of the bidder	Technical Score secured	Weighted Technical Score (Col. C*0.70)	Actual Financial Rate/ Quote (in %)	Financial Score (Lowest Rate/ Quoted Rate)* 100	Financial Score Weighted (Col. F*0.30)	Total score (Col. D+ Col. G)	Rank
1							Highest score	1
n.								

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

- i. Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India (<https://doe.gov.in/sites/default/files/Predatory%20pricing%20-%20Abnormally%20Low%20Bids.pdf>) and for predatory pricing and abnormally low bids evaluations. And, any conditional bid would be rejected.
- j. Errors & Rectification: If there is a discrepancy between Words and Figures, the **Figure indicated in Words will prevail**".
- k. • *The total cost is be quoted by also including all the cost of hardware, software (as indicated in the clause 8.1.7), installation, maintenance, transportation, commissioning etc.*

10.5 Notification of Outcome

NeGD will notify the Bidder in writing or email as soon as practicable, about the outcome of the RFP evaluation process. NeGD is not obliged to provide any reasons for any such acceptance or rejection. The decision of NeGD shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned/challenged.

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

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

10.7 Contract Finalization and Award

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

10.8 Failure to agree with the Terms and Conditions of the RFP

- a. Failure of the successful bidder to agree with the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the selection.
- b. In such a case, the NeGD may be penalized with the suspension for participation in future procurement processes for a period of up to one year.

10.9 Service Level Agreements (SLAs)/Penalty (this sub-section need to be modified based on the deliverables, resources deployment/replacement etc.)

- a. The selected agency agrees and acknowledges that the works and services in relation to the Project are to be performed in strict compliance with the requirements of the Agreement. In the event of the failure of the agency to duly perform the said works and services in accordance with the aforesaid requirements, the agency agrees and acknowledges that it shall be required to pay the corresponding extent of liquidated damages as specified in respect there to in terms of the Schedules, which amounts, shall be deemed to not be by way of penalty, and shall represent a genuine pre-estimate of the loss and damage occurring to Authority, on account of the relevant non-compliance and/or failure of the agency
- b. In case of delay in execution or unsatisfactory work, NeGD may impose a penalty of up to 20% of the project value. If the delay is beyond stipulated time specified by NeGD, then NeGD may annul the project and shall be free to get it done from other agency at the risk and costs of the selected agency. NeGD may debar and blacklist the agency for 3 years or more for applying in its future tender/RFP.
- c. NeGD reserves the right to cancel the contract of the selected Bidder any time without mentioning any reason.
- d. Not allocating adequate resource for the assignment/project
 - The agency will provide the list of resource to be deployed in advance (Within seven days from issuance of work order). NeGD may take interview of the resources to be deployed to check their best suitability in the proposed assignment.
 - If found any resource found absent without prior information penalty of 0.050% of the total work Order Value per day will be levied. NeGD can ask for replacement any given time.
- e. Defect/replacement- Materials/Equipments/Human Resource
 - Delay in resolution of support/incidents for the devices installed by the bidder.
 - 0.050% of total work order value per day beyond 1 day after reporting of the issue.
- f. If the agency uses the brand/name of the client NeGD for any other commercial purpose without its permission, agency will be liable to pay the penalties imposed by the NeGD or any action as decided by the competent authority.
- g. System Availability: Ensure the Digital Experience Center is available during specified operational hours. The Digital Experience Center should be available for use at least 99% of the scheduled operational hours. (Monthly uptime reports will be provided)
- h. Response Time: The agency will respond to reported issues within 4 hours, and resolution should be achieved within a maximum of 48 hours. (Log and track response and resolution times for each reported issue)
- i. Data Security and Privacy: The agency will implement and maintain robust security measures to safeguard data integrity and user privacy.
- j. The agency will implement and regularly test a disaster recovery plan, with a maximum allowable downtime of 48 hours in case of a major failure.
- k. Regular feedback sessions will be conducted, and necessary improvements will be implemented.
- l. Preparation of Maintenance manual: Such Maintenance Manual shall inter alia, provide for the following:
- m.
 - i. The mode and manner of carrying out of the O&M of the Project, including specifically the proposed measures for ensuring compliance requirements of the service level standards;
 - ii. The manner of scheduling and deployment of manpower and resources;
 - iii. Arrangements and procedures for carrying out urgent repairs;

- iv. Criteria and process to be adopted for deciding maintenance needs;
 - v. A cleaning schedule, for cleaning of Project assets and utilities;
 - vi. An inspection schedule for inspection and examination of the condition, state of repair and operational efficiency of various components of the Project thereat.
- n. If the agency after taking up the work for an event leaves it in incomplete due to any reason, the agency would have to pay 5 times the cost of the event to the NeGD.

11 General Terms and Conditions

11.1 Adherence to terms and conditions

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

11.2 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 there of 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.

11.3 Sufficiency of Tender

The Bidders shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices before agreeing to the Terms and Conditions. The rates quoted by the Bidder shall be adequate to complete the assignment according to the specification and conditions attached there to. 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 maybe otherwise provided in the contract document for completion of the assignment.

11.4 Tenure

The Bidder will be appointed for the duration of the project (3 years) as indicated in ToR section 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 RFP.

11.5 Payment terms

- Submission of PBG upon selection of agency.

- Release of payments for each work order shall be done based on the following milestones:

Sr. No.	Activity	Percentage of payment of the total work order value
1	Submission / Approval of Research Report, Design Concept and DRAWINGS , Software UI for integrated visualisation	15%
2	Completion of Hardware Installation and Software deployment	35%
3	Formal Go-Live	15%
4	Successful completion of 4 months of running of Digital Experience Center	10%
5	After Completion of project (3 years)	25 %

11.6 Taxes

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

11.7 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.

11.8 Applicable Law and Jurisdiction of Court

This RFP and the Contract with the selected 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*).

11.9 Single Point of Contact

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

11.10 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with NeGD, with regard to the obligations under the work order. The selected Bidder shall submit at the time of acceptance of work order, 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.

11.11 Substitution of Project Team Members

During the assignment), 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 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 RFP 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 RFP.

11.12 Rights in Intellectual Property and Material

All the rights relating to Trademark 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 sum 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.

11.13 Confidentiality

Information provided under this RFP 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:

- Relates to the Disclosing Party; and
- 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
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- 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 maybe shared by NeGD with the Bidder.
- "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.
- 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.
- 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, further provided 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 RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in anyway, 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 RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the 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 RFP; or
- b. Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of NeGD or its customers or their projects.

In maintaining confidentiality here under 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 any 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 maybe, 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

- 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 RFP and subsequent agreement, each Party must immediately return to the other Party or delete or destroy all Confidential Information of the other Party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and documentation that has been provided to NeGD which is contemplated for continued realization of the benefit of the services. Notwithstanding the foregoing, 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.

11.14 Indemnification

The Bidder appointed under this RFP hereby absolutely, irrevocably and unconditionally indemnifies and undertakes to keep NeGD and/or its Directors, Officers, employees, agents, and representatives indemnified and held 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 authorised/bonafide use of the Services provided by Bidder under this RFP; and/or
- An act or omission of the Bidder, including its employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP; and/or

- Claims made by employees or sub-contractors or subcontractor's 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 RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; 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 RFP; 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.

11.15 Termination

The contract shall stand terminated for following reasons:-

- In case of non-performance of work due
- Due to Force Majeure
- Due to non-performance of contract by either of the parties

In case of Termination due to Force Majeure

- Force Majeure shall mean occurrence, in India, of any act of God, such as rain, fire, flood, earthquake or other natural calamity causing the cancellation of the event. In such a case, the Agency shall be paid only for the time actually spent planning the event. In case of any material and equipment cost, the same shall be paid on actual basis.

In case of Termination by NeGD

- Time is the essence of this project and in case of delay of any activity of this project NeGD reserves the right to terminate the contract and forfeit PBG submitted by the selected agency and recover other reputational losses from the agency and in such case no payment shall be made to the agency.
- If NeGD terminates this agreement 5 days before the project for reasons other than Force Majeure or reasons mentioned above, NeGD shall refund the Performance Security to the Agency and NeGD may reimburse the Agency for reasonable outstanding expenses.

In case of Termination by Agency

- If the Agency terminates this agreement, then NeGD shall forfeit the Performance Security paid by the Agency and NeGD can also forfeit the bank guarantee submitted against the mobilization advance paid to the Agency. NeGD shall also claim compensation for damages incurred due to termination of contract on actual basis. The agency may also be blacklisted for 2 years.

11.16 Arbitration

Without prejudice to the right of NeGD to terminate the RFP/Contract and pursue other remedies under RFP/Contract, if a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed with the mutual consent of NeGD and the Bidder, However decision of Competent authority, NeGD will be final. 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 maybe 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.

11.17 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.

11.18 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 due acknowledgement or courier or e-mail, addressed to the other party at the address, e-mail 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 or email sent to correct e-mail address. Any Party may change the address and e-mail address 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.

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

The Bidder shall provide NeGD with prompt written notice of any proposed change in Bidder's name, ownership, or form of organisation. The Bidder shall also provide NeGD with prompt written notice and in any event within a period of 15 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.

11.20 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 RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies NeGD may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

11.21 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 RFP 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 RFP. It is expressly agreed between the Parties that for any event giving rise to a claim, NeGD shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Bidder.

11.22 Survival

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

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

11.23 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 anyway the remaining provisions hereof.

11.24 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.

11.25 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:

- “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
- “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.

11.26 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/on-going 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.

11.27 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. **The bidder(s) are required to submit ‘No Conflict of Interest’ with their bid.– Refer Annexure 14**

Any liability due to conflict arising after the agreement will be borne by the agency.

11.28 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 sub-contract 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.

11.29 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:

- Recruit, hire appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise 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
- Induce any person who shall have been an employee or associate of NeGD at any time to terminate his/her relationship with NeGD.

11.30 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.

11.31 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, sub-contractors 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, sub-contractors 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, sub-contractors etc.

11.32 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 RFP 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 RFP 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 RFP by any Bidder, with any other Bidder (s)/others, in any form.

11.33 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:

- Bidder has been in existence in India at least 5 years or more 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.
- That the Bidder is not involved in any major litigation and no litigation or investigation is threatened against the Bidder. That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the RFP/Contract.
- That the representations made by the Bidder in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and RFP and unless NeGD specifies to the contrary, the Bidder shall be bound by all the terms of the bid. The Bidder has not suppressed any information, which is within the knowledge of the Bidder.
- That the Bidder meets the requisite eligibility criteria as set out herein above 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.
- 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.
- 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.
- That the Bidder shall procure all the necessary permissions and requisite authorities' approvals, consents, no objections and licenses for use of various softwares 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.

- 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.
- 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.
- 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.
- 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.
- That all the conditions precedent under the Contract have been complied.
- 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.
- 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.
- 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 Contractor service(s).
- 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 registrations, 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.

11.34 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/RFP shall be in sole employment of the successful Bidder and the successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall NeGD be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury/death/termination) of any nature to the employees/personnel/representatives/agent etc. of the successful Bidder.

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

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

11.35 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/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.

12 Annexure 1: Checklist for Submission of Response to RFP

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

	Documents to besubmitted	Provided	Ref. Page No.
	Bid Security Declaration	Yes/No	-
	Eligibility/pre-qualification Bid	Yes/No	
	Technical Bid	Yes/No	
	Bid signed and stamped by authorised signatory on all pages	Yes/No	NA
	Financial Bid	Yes/No	NA

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 –

Authorised Signatory

Date:

Full name and designation and,
Contact details (Seal of organisation)

13 Annexure 2 - Undertaking regarding agreement of all terms of RFP

To,

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

Dear Sir,

- 1) Having examined the RFP including all Annexures, Forms and Appendices, the receipt of which is hereby duly acknowledged; we, the undersigned qualify the eligibility criteria and offer to provide the services as mentioned in the "Request for Proposal" and the other schedules of requirements and services for NeGD in conformity with this RFP.

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

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

Signature of Authorised Person of Bidder

Full Name & Designation of Authorised Person

Date:

Seal of Bidder

14 Annexure 3 – Pre-qualification Bid

Read **Section 6 and Sub-Section 6.1** carefully and furnish the following details accordingly:-

Sr.	Item	Documents to be submitted
i	Legal Entity	Copy of Certificate of Registration/Incorporation And Memorandum of Association (MoA)/Article of Association (AoA)
ii	Tax registration	Copy of PAN, GST or/and details of other statutory authority
iii	Offices	Declaration on the letterhead as per Annexure 8
iv	Resources	Declaration on the letter head as per Annexure 12
iv	Financial Standing	Copy of balance sheet with Certificate from Statutory Auditor/Company Secretary citing the revenue/turnover from equivalent business for each financial year as per Annexure 9
v	Project Experience	Copy of Work Order <p style="text-align: center;"><i>AND,</i></p> Completion Certificates from the Client (refer Annexure 4) OR, Certificate of Completion (Certified by the Statutory Auditor)
vi	Debarment	Self-certified letter attested by the authorized signatory As per Annexure 7

Signature of Authorised Person of Bidder

Full Name & Designation of Authorised Person

Date:

Seal of Bidder

15 Annexure 4 – Format for Reference Letter/work competition

(On letterhead duly stamped and signed)

Date: _____

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the following **(Name of the Company)** has been engaged for

Name of work :

Date of work order

Amount paid/ Work order value :

Total project duration /engagement duration:

Work performance (satisfactory/unsatisfactory) :

Signature

Name

Designation

16 Annexure 5 – Technical Bid/Proposal

Kindly refer to Section 9.3 on Technical Evaluation and submit the evidences and details accordingly.

Align with the technical scoring criteria

	Parameters	Documentary Evidence Required
1	The bidder must have an average annual turnover INR 15 Crore in the last 3 financial years (FY 2020-21, 2021-22, 2022-23)	Certificate of CA as per format at Annexure 9
2	The bidder should have experience in implementation of COMPLETED project as described in eligibility criteria <u>in past 5 years</u>	For each of the project Cited: Copy of work order citing project value and Completion certificate from Client
3	Proven Experience in handling works which include AV systems like Projections over domes, Screens, interactive tables, LED screens, Projectors, Interactive screens, Kiosks, Speakers including parabolic focus speakers serving as audio zones, DMX controlled lighting works.	For each of the project Cited: Copy of work order and Client Certificate
4	Detailed Quality and Quantity of Hardware / Equipment for the proposed design by the agency	<ul style="list-style-type: none"> ● Copy of presentation with the proposal – Detailed specification of each hardware – component wise
5	Technical Presentation <ul style="list-style-type: none"> ● Understanding of project ● Approach & Methodology, deployment plan, Operations and monitoring plan ● Concept & innovative ideas ● Quality of varied Immersive and experiential Digital technologies etc. ● Expertise of the agency ● Risk assessment and mitigating measures 	<ul style="list-style-type: none"> ● Copy of presentation with the proposal. ● Final Copy of presentation in ppt/pdf format at designated email ID at least 2 hours prior to the technical presentation scheduled

Copy of final PPT is to be submitted by the Bidder at least 2 hours before the Technical Presentation at the below email ID:

Shubham.kadam@digitalindia.gov.in

17 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 the expression which shall, unless repugnant to the context, include its successors entered with **Purchase Order No. Dated** _____ (hereinafter referred to as the 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 its claims are satisfied and discharged or till the __, or their duly authorized 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 is 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 concerned.

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.

Not with standing anything contained herein above the liability under this guarantee is restricted to a sum not exceeding Rs. _____/- (Rupees _____ Only). The guarantee shall remain valid till **Expiry Date** _____. Unless a demand under this guarantee is received by NeGD on or before (**One Year**), all the rights of the _____, under this guarantee shall be forfeited and NeGD shall be released and discharged from all liabilities hereunder irrespective of whether or not the original Bank Guarantee is returned to us....

At, this

For _____ Bank Ltd.

Branch

Authorised Signatory

Authorised Signatory

18 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 WHOMSOEVER IT MAY CONCERN

This is to certify that the (name of consulting firm/company) or any successor has not been penalised 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 a 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

19 Annexure 8 – Declaration: Offices Presence

(On letterhead of the Bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the (name of Bidder) we have a total of (No.s.....) branch offices with required infrastructure across the country in addition to the Office of Delhi/NCR. The location and addresses are as under:

Sr.	State and City	Local Head	Address with contact no.
1			
2			
N			

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

Signature:

Name:

Designation:

Date:

Seal of the Organization

20 Annexure 9 – Declaration: Turnover

(Endorsed by Authorized Chartered Accountant/Company Secretary)

DECLARATION-CUM-CERTIFICATE

TO WHOMSOEVER 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 organisation within the jurisdiction of India.

Items	2020-21	2021-22	2022-23
The Profit in the financial year was positive.	Yes/No	Yes/No	Yes/No
The Turnover was (In INR and Crore)			

Average Turnover is In INR and Crore)	
---------------------------------------	--

Name:
Designation:
Date:
Seal

21 Annexure 11: Bid Security Declaration

To,

Director (A&C)
National e-Governance 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 RFP <<RFP Number for <<Name of the assignment>> (hereinafter called "the Bid") to NeGD (hereinafter called 'the Purchaser').

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

(Authorized Signatory/ies of the Bidding Agency)

Seal:

Date:

22 Annexure 12: Resources

(On letterhead of the Bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TOWHOMSOEVERITMAYCONCERN

This is to certify that (name of Bidder) has the **resources with required expertise & qualification**, as under:

Sr.	Name of the Personnel	Designation (as per Eligibility criteria) with Area of Expertise	Contact Details email and mobile	On agency payroll
1				(Yes/No)
2				(Yes/No)
N				(Yes/No)

The above Names, Designations and Addresses with contacts have been checked and found true. If NeGD requests for additional details about the professionals above at any time we agree to provide the same.

Signature:

Name:

Designation:

Date:

23 Annexure 13: Financial Bid Format

Sr .NO	ITEM	COST (in INR) (inclusive of taxes)
a	Development Phase (till go live)	
b	Operation and maintenance cost (yearly)	
c	Cost for 3 years (b*3)	
d	Total cost for 3 years (a+c)	

- *The total cost is to be quoted by also including all the cost of hardware, software (as indicated in the clause 8.1.7), installation, maintenance, transportation, commissioning etc.*

24 Annexure 14 – Declaration: No Conflict of Interest

(On letterhead of the Bidder duly stamped and signed)

DECLARATION

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the (name of consulting firm/company) or any successor does not have / ~~no~~ any actual, potential or perceived conflict of interest in relation to this procurement.

Signature:

Name:

Designation:

Date:

Seal of the Organization