

प्रशांत कुमार मित्तल
निदेशक

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राष्ट्रीय ई-गवर्नेंस प्रभाग
इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय
National e-Governance Division
Ministry of Electronics & Information Technology

DO No. N-22018/25/2023-NeGD

Dated: 22nd June 2023

Subject: Empanelment of Agencies for conducting survey based studies for projects under Digital Government

National e-Governance Division is an Independent Business Division under the Digital India Corporation, a Section 8 Company under the Ministry of Electronics & Information Technology. NeGD has been playing a pivotal role in supporting MeitY in Programme Management and implementation of Digital India Projects.

2. To empanel qualified and experienced agencies for designing and conducting "Survey based studies" including those through insta polls on various schemes, programs, policies, initiatives under Digital Government, NeGD published an RFE on 28.04.2023 on Central Public Procurement Portal.

3. Based on the response to RFE and subsequent evaluation the National e-Governance Division has empanelled the following agencies for conducting survey based studies for projects under Digital Government from 22.06.2023 to 21.06.2026. All agencies are requested to follow the terms and conditions of empanelment.

S.No.	Agency
1	Axis my India
2	Quality Council of India
3	Sigma Research and Consulting Pvt. Ltd
4	TRIOS Development Support (P) Limited



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Enclosures: Terms and conditions of empanelment

Scope of Work:

- The selected empanelled vendors will be conducting a detailed survey study on various schemes, programs and initiatives. The survey could be in the form of Insta poll, small sample dataset survey or detailed subject wise surveys.
- The detailed scope of work will be provided to the empanelled agencies during the RFQ stage.

Penalties:

- The agencies are responsible for completing the assigned work and obliged to conduct all activities as defined the scope of work. The agencies are supposed to work closely with NeGD, act within its own authority and abide by the directives issued by the NeGD.

Deliverables and Timelines:

The survey study should result in the following indicative deliverables. Actual deliverables will be defined during the RFQ stage.

- Approach document on research design
- Report format(Chapter and analysis/tabulation plan etc)
- Study Data(SPSS, Excel format)
- Draft report (in English)
- Print ready copies of the approved reports (Hindi and English for all reports; state language in case the project is non Mission Mode Project i.e. State Project)

Allocation of work:

- A separate work order will be given to the selected agency for each survey study project based on RFQ evaluation process at later stage. The selected agency shall not assign the any of the project work to any other agency, in whole or in part, to perform its obligation under the project agreement.

If an agency fails to participate in three consecutive bids or five times in total, during the tenure of empanelment, the empanelment shall be liable to be rejected.

- Allocation of work shall be at sole discretion of NeGD and the decision shall be final and binding to all agencies.

Penalties:

- In case of delay in execution of the assigned work by the agency, NeGD may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 20%) may be imposed by NeGD. If the delay is beyond 4 weeks then NeGD may annul the project and shall be free to get it done from other agencies at the risk and



costs of the appointed agencies. NeGD may debar and blacklist the Agencies for applying in its future empanelment/RFQ process also.

- If any of the services performed by the Agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interaction with NeGD/stakeholders), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the Agencies and NeGD decides to abort the contract/agreement because of such failure, then a sum up to 50% of the value of the contract shall be recovered from the Agencies. This shall be without prejudice to other remedies available under law and this agreement with NeGD.

Standards of Performance:

The Agencies shall perform the services and carry out their obligations under the Contract/agreement with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agencies shall always act in respect of any matter relating to this contract as faithful advisor to NeGD. The Agencies shall always support and safeguard the legitimate interests of NeGD in any dealings with the third party. The Consultant/Agencies shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Agencies shall conform to the standards laid down in RFE Document in totality.

Intellectual Property Rights:

No services covered under the Contract shall be sold or disposed by the Agency(ies) in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agency(ies) shall indemnify the NeGD & related Project Owner from allocations, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agency(ies), NeGD shall be defended in the case of any proceedings which may be brought in that connection. 22

The copyright of all content created under this contract shall be owned by NeGD and the agencies will not utilise this anywhere else and/or for any other work/organization without the explicit written permission of NeGD.

Termination:

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

- Applicant becomes insolvent, bankrupt; resolution is passed for the winding up of the applicant's organization
- Information provided to NeGD is found to be incorrect
- Empanelment conditions are not met within the specified time period
- Misleading claims about the empanelment status are made
- Clear evidence is received that there is breach of copyright.



- Not participate in RFQs (as mentioned earlier).
- No consequential damages shall be payable to the Agencies in the event of such termination.
- If the agency does not execute the contract/agreement as per the terms and conditions of the tender then the NeGD may invoke any or all of the clauses
 - Forfeit the Performance Guarantee Amount
 - Terminate the Contract/agreement/empanelment

Resolution of Disputes:

In the case dispute arising between the NeGD and the Agencies, which has not been settled amicably, the Agencies can request the NeGD to refer the dispute for Arbitration under Arbitration Act, 1996. Such disputes shall be referred to Arbitral Tribunal. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-actment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held in India at Delhi and the language of the arbitration proceeding and that of all documents and communications between the parties shall be English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the NeGD and the Agencies. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

Legal Jurisdiction:

All legal disputes between the parties shall be subject to jurisdiction of the courts situated in Delhi, India only.

Payment Terms and Conditions:

The payment terms and conditions will be defined during the RFQ stage.



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To
All the agencies as listed above

Copy to:

1. P&CEO, NeGD
2. Directors, NeGD
3. Finance & Administrative Division, NeGD