



E.N. N-22018/33/2022-NeGD

Date: 17 May 2024

**Subject: Notification of empanelment done through Request for Empanelment (RFE) of Consulting Organizations for Implementing Initiatives under Digital India Programme, floated at Central Public Procurement Portal (CPPP) vide Tender ID 2023\_DIT\_786826\_2 dated 22 December 2023**

Reference to the subject, the bids were invited from the consulting organisation for the following categories / scope of work to be implemented under the Digital India programme.

- **Category A:** Project/ Programme Management and advisory services
- **Category B:** Domain or cross-domain specific architecture for Digital Ecosystem, Enterprise, and Solutions
- **Category C:** Technology management and adoption of Emerging Technologies

2. Based on the received bids, evaluation of the pre-qualification, technical qualification criteria and agreement on the L1 rate discovered for roles identified under each category of the work, the following agencies are empanelled for the aforesaid areas / categories of work for three years and that is extendable by two years.

Empanelled Agency	Category A	Category B	Category C
BDO India LLP	Yes	Not Applicable	Not Applicable
Cubastion Consulting Pvt. Ltd.	Not Applicable	Not Applicable	Yes
Deloitte Touche Tohmatsu India LLP	Yes	Yes	Yes
Ernst & Young LLP	Yes	Yes	Yes
KPMG Advisory Services Private Limited	Yes	Yes	Yes
Grant Thornton Bharat LLP	Yes	Yes	Yes
PricewaterhouseCoopers Private Limited	Yes	Yes	Yes

The contact details of the empanelled agencies, the discovered rate for identified job roles in each category of work and further details including general terms and conditions are enclosed at **Annexure 1, Annexure 2 and Annexure 3** respectively.

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

(Sunil Sharma)

Director, National E-Governance Division

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Director - NeGD

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

<b>Empanelled Agency: BDO India LLP</b>		
<b>Field</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>
Name	Anurag Srivastava	Tanveer Singh
Title	Partner	Associate Director
Company Name	BDO India LLP	BDO India LLP
Address	The Ruby, Level 9, Northwest Wing, Senapati Bapat Marg, Dadar (W), Mumbai 400028, INDIA	The Ruby, Level 9, Northwest Wing, Senapati Bapat Marg, Dadar (W), Mumbai 400028, INDIA
Phone	-	-
Mobile	+91 97170 04947	+91 99716 99959
E-Mail	<a href="mailto:AnuragSrivastava@bdo.in">AnuragSrivastava@bdo.in</a>	<a href="mailto:tanveersingh@bdo.in">tanveersingh@bdo.in</a>

<b>Empanelled Agency: Cubastion Consulting Pvt. Ltd.</b>		
<b>Field</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>
Name	Anant Jain	Manish Bhakoo
Title	AVP	Assistant Manager
Company Name	Cubastion Consulting Pvt. Ltd.	Cubastion Consulting Pvt. Ltd.
Address	201, Tower- 2, Vatika Business Park, Sector-49, Sohna Road, Gurgaon, Haryana 122018 India	201, Tower- 2, Vatika Business Park, Sector-49, Sohna Road, Gurgaon, Haryana 122018 India
Phone	0124-4186200	0124-4186200
Mobile	8439100009	9873573703
E-Mail	<a href="mailto:Anant.jain@cubastion.com">Anant.jain@cubastion.com</a>	<a href="mailto:manish.bhakoo@cubastion.com">manish.bhakoo@cubastion.com</a>

<b>Empanelled Agency: Deloitte Touche Tohmatsu India LLP</b>		
<b>Field</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>
Name	Alok Saxena	Pradeep Gupta
Title	Executive Director	Director
Company Name	Deloitte Touche Tohmatsu India LLP	Deloitte Touche Tohmatsu India LLP
Address	Deloitte Touche Tohmatsu India LLP, DLF Cyber City Complex, Tower B, DLF City Phase II, 7th Floor, Building 10, Gurgaon (Haryana), Pin - 122 002	7th Floor, Building 10, Tower B DLF Cyber City Complex DLF City Phase-II Gurgaon- 122 002, Haryana, India
Phone	+91 124 679 2000	+91 124 679 2000
Mobile	+91 9810000831	+91 9810092326
E-Mail	<a href="mailto:aloksaxena@deloitte.com">aloksaxena@deloitte.com</a>	<a href="mailto:pradgupta@deloitte.com">pradgupta@deloitte.com</a>



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**Empanelled Agency: Ernst & Young LLP**

Field	Primary Contact	Secondary Contact
Name	Kushal Bansal	Pankaj Khurana
Title	Director	Partner
Company Name	Ernst & Young LLP	Ernst & Young LLP
Address	67, Institutional Area, Sector-44, Gurugram, 122003, India	67, Institutional Area, Sector-44, Gurugram, 122003, India
Phone	-	-
Mobile	91-9910007843	91-9810898650
E-Mail	<a href="mailto:Kushal.Bansal@in.ey.com">Kushal.Bansal@in.ey.com</a>	<a href="mailto:Pankaj.khurana@in.ey">Pankaj.khurana@in.ey</a>

**Empanelled Agency: KPMG Advisory Services Private Limited**

Field	Primary Contact	Secondary Contact
Name	Priyanka Sharma	Ankit Mangla
Title	Partner	Associate Director
Company Name	KPMG Advisory Services Private Limited	KPMG Advisory Services Private Limited
Address	Building No 10, 4th Floor, Tower B, DLF Cyber City, Phase II, Gurgaon, Haryana 122 002 (India)	Building No 10, 4th Floor, Tower B, DLF Cyber City, Phase II, Gurgaon, Haryana 122 002 (India)
Phone	-	-
Mobile	8374188700	+91-9650932716
E-Mail	<a href="mailto:priyankas7@kpmg.com">priyankas7@kpmg.com</a>	<a href="mailto:ankitmangla@kpmg.com">ankitmangla@kpmg.com</a>

**Empanelled Agency: Grant Thornton Bharat LLP**

Field	Primary Contact	Secondary Contact
Name	Prasad Unnikrishnan	Titash Maitra
Title	Partner	Director
Company Name	Grant Thornton Bharat LLP	Grant Thornton Bharat LLP
Address	L-41, Connaught Circus, Outer Circle, New Delhi – 110001	L-41, Connaught Circus, Outer Circle, New Delhi – 110001
Phone	0124 – 4628000	-
Mobile	-	9830291912
E-Mail	<a href="mailto:Prasad.Unnikrishnan@in.gt.com">Prasad.Unnikrishnan@in.gt.com</a>	<a href="mailto:titash.maitra@in.gt.com">titash.maitra@in.gt.com</a>



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<b>Empanelled Agency: PricewaterhouseCoopers Private Limited</b>		
<b>Field</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>
Name	Santosh K Misra	Shubhi Gupta
Title	Partner	Associate Director
Company Name	PricewaterhouseCoopers Private Limited	PricewaterhouseCoopers Private Limited
Address	Building No. 10, 17th Floor, Tower C, DLF Cyber City, Gurgaon 122002	Building No. 10, 17th Floor, Tower C, DLF Cyber City, Gurgaon 122002
Phone	-	-
Mobile	+91 6383898300	+91 8588866272
E-Mail	<a href="mailto:santosh.misra@pwc.com">santosh.misra@pwc.com</a>	<a href="mailto:shubhi.gupta@pwc.com">shubhi.gupta@pwc.com</a>

For any further details on the notification and the RFE, the following officers may be contacted.

<b>National E-Governance Division (NeGD)</b>		
<b>Field</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>
Name	Sunil Sharma	Bramhanand Jha
Title	Director	Vice President
Organisation	National E-Governance Division	National E-Governance Division
Address	4th Floor, Electronics Niketan, MeitY, 6 CGO Complex, Lodhi Road, New Delhi-110003	4th Floor, Electronics Niketan, MeitY, 6 CGO Complex, Lodhi Road, New Delhi-110003
Phone	+91-11-24301932	+91-11-24303711
Mobile	+91 90131 32288	+91 8826823672
E-Mail	<a href="mailto:dirp-negd@digitalindia.gov.in">dirp-negd@digitalindia.gov.in</a>	<a href="mailto:bramhanand.jha@meity.gov.in">bramhanand.jha@meity.gov.in</a>

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Rates discovered for each role identified under the category A, B and C of the work are as follows:

S.N.	Role for resource	Rates* in Rupees Per Month (Without GST)
<b>Category A: Scope of work - Project/ Programme Management and advisory services</b>		
1	Project Manager (PM)	3,18,347
2	Program Manager (PrM)	3,47,288
3	Portfolio Manager (PoM)	4,05,169
4	Associate Consultant/ Business Analyst (BA)	2,31,525
5	Consultant (C)	2,72,042
6	Senior Consultant (SC)	3,18,347
7	Principal Consultant (PC)	3,47,288
8	Management Consultant (MC)	3,85,875
9	Subject Matter Expert (SME1)	3,47,288
10	Subject Matter Expert (SME2)	3,47,288
<b>Category B: Scope of work - Domain or cross-domain specific architecture for Digital Ecosystem, Enterprise, and Solutions</b>		
1	Associate Solution Architect (ASA)	3,80,000
2	Solution Architect (SA)	4,16,745
3	Senior Solution Architect (SSA)	4,86,203
4	Functional/ Business Architect (BA1)	4,16,745
5	Functional/ Business Architect (BA2)	4,86,203
6	Enterprise Architect (EA1)	4,16,745
7	Enterprise Architect (EA2)	4,86,203
<b>Category C: Scope of work - Technology management and adoption of Emerging Technologies</b>		
1	Associate Technology Consultant (TAC)	2,25,000
2	Technology Consultant (TC)	2,72,042
3	Senior Technology Consultant (TSC)	3,18,347
4	Principal Technology Consultant (TPC)	3,47,288
5	Management Technology Consultant (TMC)*	3,85,875
6	Associate in AI/ML/RPA/Data Science (AAI)	2,50,000
7	Lead in AI/ML/RPA/Data Science (LAI)	3,25,000
8	Expert in AI/ ML/RPA/ Data Science (EAI)	4,00,000
9	Associate in Blockchain (AB)	3,00,000
10	Lead in Blockchain (LB)	3,30,000
11	Expert in Blockchain (EB)	4,00,000

*G. Arora*

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S.N.	Role for resource	Rates* in Rupees Per Month (Without GST)
<b>Category C: Scope of work - Technology management and adoption of Emerging Technologies</b>		
12	Associate in IoT   Associate in Robotics   Associate in Drone   Associate in 5G (AM)	2,75,000
13	Lead in IoT   Lead in Robotics   Lead in Drone   Lead in 5G (LM)	2,72,042
14	Expert in IoT   Expert in Robotics   Expert in Drone   Expert in 5G (EM)	3,97,934
15	Associate in AR/VR/Metaverse (AAR)	2,50,000
16	Lead in AR/VR/Metaverse (LAR)	3,30,000
17	Expert in AR/VR/Metaverse (EAR)	4,00,000
18	Associate in GIS/LIS/Geospatial Technologies (AG)	2,91,722
19	Lead in GIS/ Geospatial Technologies (LG)	3,25,000
20	Expert in GIS/ Geospatial Technologies (EG)	3,75,000
21	Associate in Cybersecurity (AC)	2,50,000
22	Lead in Cybersecurity (LC)	3,97,934
23	Expert in Cybersecurity (EC)	4,30,000
24	Associate in Quantum Technologies (AQ)	3,00,000
25	Lead in Quantum Technologies (LQ)	3,30,000
26	Expert in Quantum Technologies (EQ)	4,10,000

\* Annual increment is provisioned, and it will be determined as per consumer price index on 1st April of Financial Year after 12 months of empanelment.

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## General Details

### Introduction

National e-Governance Division (NeGD) is an autonomous business division within Digital India Corporation, a section 8 company under the Ministry of Electronics and Information Technology, Government of India. It has empanelled a limited number of reputed consulting organisations for the work on the aspects of ICT & Emerging Technologies, Project & Program Management under Digital India initiatives and to work with Ministries and States to develop Digital Ecosystem, Enterprise & Solution Architecture. NeGD, Central Government Ministries/Departments, State Government Departments, public sector undertakings, and their organisations, which will use this empanelment for award of work will be called 'Client' henceforth. The empanelled consulting organisation will be called agency.

### Scope of Work

The category / scope of work includes an indicative list of works as follows:

Area	Nature of Work
Category A: Project/ Programme Management and advisory services	<ul style="list-style-type: none"> <li>• Preparation of DPR / RFP / Proposal / Templates</li> <li>• Preparation of Roadmaps / Guidelines / Frameworks</li> <li>• e-Governance Project Management and Monitoring</li> <li>• Implementation of Agile and Scaled Agile practice</li> <li>• Bid Process Management; Government Process Re-engineering</li> <li>• Contract Management; Change Management</li> <li>• Application Roll out process management</li> <li>• Application Performance Audit; Application Security Audit</li> <li>• Application Quality Certification</li> <li>• Strategy/Plan Preparation; Project Evaluation/Impact assessment</li> <li>• Risk analysis and Business Continuity Plan</li> <li>• Any other related services</li> </ul>
Category B: Domain or cross-domain specific architecture for Digital Ecosystem, Enterprise, and Solutions	<ul style="list-style-type: none"> <li>• Preparation of Digital Ecosystem, Enterprise, and Solution Architecture blueprint in conformance to India Digital Ecosystem Architecture and Digital Service Standard (notified by MeitY)</li> <li>• Preparation of Phase wise deliverables like Business Vision and Mission, Architectural Scope and Programme Plan, Value Streams, Key Performance Indicators and Outcomes, Detailed business architecture requirements, Data Governance Strategy and Action plan, Application Integration Architecture, Technology Modernization strategy, Security Architecture, Metrics &amp; monitoring plan, Architecture Implementation Roadmap, Communication, advocacy and training material, Implementation Specifications (RFP or Tendering Process), Architecture Compliance Checklist, Architecture Governance, Implementation Report, Conceptual Solution Architecture, Solution Transition Roadmap etc.</li> <li>• Support to implementation of Minimum Viable Architecture &amp; Minimum Viable Product / Solution in Agile and Scaled Agile manner in coordination with development team</li> <li>• Any other related services</li> </ul>
Category C: Technology management and adoption of	<ul style="list-style-type: none"> <li>• Mobile solutions &amp; technologies</li> <li>• Open API platform and solutions</li> <li>• Agile Application development &amp; support</li> <li>• Collaborative Digital Platforms; Cloud solutions</li> </ul>



Emerging Technologies	<ul style="list-style-type: none"> <li>• Software, middleware and/or hardware licensing issues</li> <li>• Preparation of Test Plan</li> <li>• Artificial Intelligence, ML, Data Science, Big Data Analytics, Distributed, Ledger, Blockchain, Drones, AR/VR, IoT, Robotics, Quantum, 5G, Metaverse, and any other emerging tech.</li> <li>• Cyber Security &amp; solutions</li> <li>• GIS/LIS solutions &amp; technologies</li> <li>• Assisted Technologies</li> <li>• Technology Management (SRS/FRS/ Technical management of e-Governance projects)</li> <li>• Any other related services</li> </ul>
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Work on the above area will be assigned to any one of the empanelled agencies. Empanelled agency will be asked to deploy required number of resources for a well-defined period.

Agency's professional i.e. consultants/ technical resources deployed on a work will use their own computer/laptop, data cards, etc. when working from user's premises. The NeGD/ Client's responsibility will be restricted to providing workspace and environment for the official work related to the assigned work.

### Empanelment Process

1. Scrutiny of eligibility criteria (pre-qualification as well technical evaluation criteria) were done by the Evaluation Committee to determine whether the bid documents have been properly signed, qualification criteria fulfilled, all relevant papers submitted and whether the response to RFE are generally in order.
2. For the technically qualified agencies, the lowest cost discovered for each role in each category of the work, were chosen as benchmark. All agencies qualified for further process of empanelment were asked to agree to offer their services at the benchmarked cost per role and once, qualified agencies agree to the benchmarked cost per identified role then only, the qualified agencies were empaneled against each role, for which they have agreed.
3. Agencies provisionally shortlisted for empanelment for each category have signed an agreement with NeGD, accepting the terms and conditions laid down in RFE and the corrigendum / addendum issued thereof.

### Allocation of Work

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

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## Terms and Conditions

### 1. EMPANELMENT

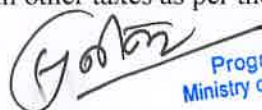
- 1.1 The validity of the empanelment will be for 36 months and further 24 Months if mutually agreed. The validity of empanelment may be extended for a suitable period at the behest of the NeGD. Irrespective of the period, the empanelment will be deemed operative until the completion of the assigned projects and hence the empanelled firm should ensure resource availability until completion of the work at hand.
- 1.2 Empanelled agencies would provide consultants or consultancy services to the ongoing/new projects. Such support will be for a definite period and will not amount to any kind of employment obligation on the part of NeGD.
- 1.3 Empanelled agencies will provide their services anywhere in India. No TA/DA will be admissible for the first posting of a professional from the consultancy organisation. However, for time and material projects a professional would be entitled to TA/DA, as per the rules, if he/she is asked to go on tour for project work from her/his project site.
- 1.4 Sub-contracting is not allowed. Further any resource deployed by the bidder should be a full-time employee of the company on its payroll.
- 1.5 Mere empanelment with NeGD does not guarantee allocation of work.
- 1.6 In case, NeGD does not find the work of the agency up to its satisfaction. NeGD reserves the right to get it done from any other agency for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.
- 1.7 The agencies may be required to work with or work for line Ministries/ Departments of Central/ state government as and when required.
- 1.8 The client servicing team of the agency must be available to NeGD office, New Delhi as and when required by NeGD.

### 2. INTELLECTUAL PROPERTY RIGHTS

- 2.1 NeGD / Client shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, drawings and other documents which have been developed by the consulting agency during the performance of Services and for the purposes of transfer, inter-alia use or sub-license of such Services under this Contract. The agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NeGD / Client and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NeGD / Client. Ownership of intellectual property in usage of pre-existing material of the party shall continue to be with the respective party.
- 2.2 The Agency shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep NeGD indemnified under all circumstances against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency during the course of performance of the Services.

### 3. PAYMENT PROCESS

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



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#### 4. PENALTY CLAUSE

- 4.1 In case of unjustified and unacceptable delay in execution of the assigned work by the agency. For time and material projects, a penalty of 1.0% of the annual work order value per week of delay in non-deployment of resource will be levied on a pro rata basis subject to maximum limit of 10% of the annual work order value.
- 4.2 The penalties and delay would be linked to deliverables. All factors including delay beyond the control of agency should be factored by Consulting organization while taking the project assignment. Risks and its dependency on deliverables should be highlighted before taking the work, which may be considered on a case-to-case basis.
- 4.3 In case the delay is unusually very long (as specified in the work order) and not acceptable to NeGD/Client then NeGD/Client will have an option to cancel the order after giving prior 30 days' notice in writing and award the work to any other empanelled agency without any compensation to the agency which delayed the completion of the work. In such a Scenario NeGD /Client shall en-cash the PBG and terminate the agreement.
- 4.4 In case any of the services performed by the appointed Agency fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with NeGD/Client), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the appointed Agency and NeGD/Client decides to abort the contract because of such failure after giving prior 30 days' notice in writing, then NeGD/Client shall en-cash the PBG.
- 4.5 Limitation of Liability (LoL): The aggregate liability of the agency under this Agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the agency hereunder. The preceding limitation shall not apply to liability arising as a result of the agency's fraud or wilful misconduct in performance of the services hereunder. In such cases, the liabilities shall be subject to final determination by the arbitrator

#### 5. NON-DISCLOSURE AGREEMENT

- 5.1 The Agency will treat as confidential all data and information about the NeGD/Other Ministry/Department, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the NeGD/Other Ministry/Department. Agency finalised for empanelment have signed Non-Disclosure Agreement with NeGD. NDA may also be signed with client.

#### 6. TERMINATION / WITHDRAWAL

- 6.1 NeGD reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:
  - I. Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant organization.
  - II. If deduction on account of Penalty exceeds more than 10% of the total contract price.
  - III. Breach of terms of Contract by the empaneled agencies which in the opinion of NeGD is material.
  - IV. Information provided to NeGD is found to be incorrect.
  - V. Empanelment conditions are not met within specified time period.
  - VI. Misleading claims about the empanelment status are made.
  - VII. Clear evidence is received that empaneled agency has breached copyright laws/ plagiarised from another source.
- 6.2 If the agency does not execute the contract to the satisfaction of the NeGD then the NeGD may invoke any or all of the following clauses.
  - I. Forfeit the Performance Guarantee Amount.
  - II. Terminate the contract without any liability of NeGD towards the empaneled agency.



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## 7. INDEMNITY

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

## 8. FORCE MAJEURE

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

## 9. ARBITRATION

- 9.1 If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the Arbitration and Conciliation act 1996 as amended from time to time.
- 9.2 The decision of the arbitrator shall be final and binding upon both Parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by the both the parties. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- 9.3 The arbitrator(s) shall be mutually appointed. However, in case of no agreement the matter, within 30 days from the reference of the dispute, the matter may be reflected to President & CEO, NeGD, who in consultation with concerned parties shall appoint the arbitrator.
- 9.4 The decision and award of the arbitrator so appointed shall be final and binding on both the parties.



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Government of India



## 10. APPLICABLE LAW

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

## 11. JURISDICTION OF COURTS

- 11.1 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.

### Disclaimer

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



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