

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-51168777259547

Contract Generated Date | अनुबंध तिथि: 06-Jul-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3078999](#)

Organisation Details संगठन विवरण	Buyer Details खरीदार विवरण
Type प्ररूप: Bodies created by Resolution of cabinet Ministry मंत्रालय: Ministry of Commerce and Industry Department विभाग: Department of Industrial Policy and Promotion Organisation Name संगठन का नाम: Invest India - Guiding Your Investment Office Zone कार्यालय क्षेत्र: Vigyan Bhawan	Designation पद: LEGAL Contact No. संपर्क नंबर: 011-23048200- Email ID ईमेल आईडी: vivek.soni2@investindia.gov.in GSTIN जीएसटीआईएन: - Address पता: Room no. 217-225, 1st Floor, Vigyan Bhawan Annexe, Maulan Azad Road New Delhi -11011, New Delhi, DELHI-110011, India

Financial Approval Detail वित्तीय स्वीकृति विवरण	Paying Authority Details भुगतान प्राधिकरण विवरण
IFD Concurrence आईएफडी सहमति: No Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम: COO Designation of Financial Approval वित्तीय अनुमोदन का पदनाम: AFOC	Role: PAO Payment Mode भुगतान का तरीका: Offline Designation पद: COO Email ID ईमेल आईडी: priya.rawat@investindia.gov.in GSTIN जीएसटीआईएन: 07AACC11869A1ZV Address पता: Room no. 217-225, 1st Floor, Vigyan Bhawan Annexe, Maulan Azad Road New Delhi -11011, CENTRAL DELHI, DELHI-110011, India

Consignee Details परेषिती विवरण		
S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण
1	Contact संपर्क: - Email ID ईमेल आईडी: gurpreet.kaur8@investindia.gov.in GSTIN जीएसटीआईएन: - Address पता: Room no. 217-225, 1st Floor, Vigyan Bhawan Annexe, Maulan Azad Road New Delhi - 11011, New Delhi, DELHI-110011, India	Survey or Market Research Services/ Program evaluation or assessment survey services/Feedback Survey - Startup and Entrepreneurship; Quantitative & Qualitative

Service Provider Details सेवा प्रदाता विवरण	
GeM Seller ID जेम विक्रेता आईडी: OJMB210002427900 Company Name कंपनी का नाम: MARKET XCEL DATA MATRIX PRIVATE LIMITED Contact No. संपर्क नंबर: 09910327532 Email ID ईमेल आईडी: aroy@market-xcel.com Address पता: 17, Okhla Industrial Estate, Market Xcel Data Matrix Private Limited, Phase 3 Road, Okhla Industrial Estate, New Delhi, DELHI-110020, India MSME Registration number एमएसएमई पंजीकरण संख्या: UDYAM-DL-08-0002439 MSE Social Category एमएसएमई सामाजिक श्रेणी: General MSE Gender एमएसएमई लिंग श्रेणी: Male GSTIN जीएसटीआईएन: 07AAECM5086D1ZI	

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee

Service Details सेवा विवरण	
Service Start Date (latest by) सेवा प्रारंभ दिनांक (नवीनतम): 17-Jul-2023	Service End Date सेवा समाप्ति तिथि: 21-Mar-2024

Category Name | श्रेणी नाम: Survey or Market Research Services/ Program evaluation or assessment survey services/Feedback Survey

Billing Cycle | बिलिंग चक्र: quarterly

Description विवरण	Quantity set to 1	Total project cost (Inclusive of Taxes)
Mode of data collection Telephonic interviews, In-depth interviews-In Person, Email based		
Activities under pre survey work Questionnaire preparation, Sampling strategy/sampling plan, Secondary research/desk review, Field Manuals/Guides, Project plan, live update data dashboard		
Minimum number of enumerators required Minimum 50		
Sub-activities required under Data collection Call centre set-up, Device for data collection, Recording of FGDs/interviews, Technology tools/software for data collection, Training of enumerators/investigators, Transcripts of FGDs/in-depth interviews, Interviews and surveys in local languages and		

	translation of responses to english		
Unit of survey	Groups/organization – multiple representatives, Individual level		
Survey domain	Startup and Entrepreneurship	1	8248200
Scope of work	Pre Survey Work and Data Collection		
Technical manpower required to be deployed on the project	City level coordinator, District coordinator, Economist, IT expert, Monitoring & Evaluation Expert, Program Manager /Team Leader, Research Analyst, Subject matter expert, Statistician		
Other Support Activities Required	Data Analysis, Report writing, Transcription/translation work, Data insights for each question in each state and interview		
Qualification of field enumerators	Diploma/Graduate, In person interviewer should be a graduate with over 3 years of experience in conducting in person interviews and call centre resource should be high school graduate with over 2 years experience in call centre services		
Type of survey	Quantitative & Qualitative		
Geographic Coverage	Pan-India		
Total Amount (Formula) कुल राशि (रु०) : (Total project cost (Inclusive of Taxes))			
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)		8248200	
Total Addon Value कुल एडऑन मूल्य (INR)		0	
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)		8248200	
Additional Details अतिरिक्त जानकारी			
<ul style="list-style-type: none"> In case of qualitative survey, specify number and other details of focussed group discussions (FGD) required(Please clarify if number specified is unique number of interviews or multiple interviews are expected) : 400 in person unique physical interviews across 40 cities In case of qualitative survey, provide number and details of in-depth interviews(Please clarify if number specified is unique number of interviews or multiple interviews are expected) : 400 in person unique physical interviews across 40 cities Provide number and other details of sample size for quantitative survey : 13000 			
Amount of Contract अनुबंध की राशि			
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)		8248200	
Price Break up offered मूल्य विभाजन की पेशकश की : Price Break up offered Document link प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक			
SLA Details एसएलए विवरण			
<p>SERVICE STC</p> <p>SPECIAL TERMS AND CONDITIONS FOR MARKET SURVEY SERVICE</p> <p>1. Preamble</p> <p>A. All Market Survey Service contracts placed through GeM shall be governed by the following set of Terms and Conditions:</p> <p>I. General terms and conditions for Goods and Services.</p> <p>II. Service STC contained in this document</p> <p>III. BID / Reverse Auction specific ATC</p> <p>B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions.</p> <p>C. This document represents the Special Terms and Conditions (“STC”) and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, stakeholders’ obligations and terms and conditions of all services covered as mutually understood by the stakeholders.</p> <p>2. Objectives and Goal</p> <p>The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the buyer by the service provider. The goal of this document is to:</p> <ul style="list-style-type: none"> Provide clear reference to service ownership, accountability, roles and responsibilities of both parties Present a clear, concise and measurable description of services offered to the buyer Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons <p>This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.</p> <p>3. Stakeholders</p> <p>The main stakeholders associated with this agreement are:</p> <p>Buyer: The Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms</p> <p>1. Service Provider: The service provider is responsible to provide all the required services in timely manner. The service provider may also include seller, supplier/bidder/contractor, any authorized agents, assignees, successors, and nominees as per the context and as described in the document</p> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions.</p> <p>4. Service Scope</p> <p>5. The purpose of this service is to conduct qualitative and/or quantitative surveys for the purpose of scheme evaluation, impact assessment, baseline survey, citizen survey, feedback, program evaluation etc depending on buyer context.</p> <p>6. Along with data collection, pre survey work like designing of questionnaire, sampling strategy etc as well as post survey data analysis and report-writing may also be part</p>			

of the scope of the work (if mentioned by the buyer).

7. Terms and Conditions

o Buyer's Obligations

8. Buyer to provide detailed scope of work while creating the bid. Suggestive format has been provided in the service details tab.
9. Buyer will use its best efforts to ensure that it will provide the service provider with work permits and/or such other documents as necessary to enable the service providers to conduct the survey. Buyer will issue to officials, agents and representatives all such instructions as may be necessary or appropriate for the prompt and effective implementation of the survey.

- Buyer will designate a nodal officer for any coordination such as approvals during the implementation of the project.

- Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

o Service Provider's Obligations

1. To the extent service provider shall inform the provider of such information or providing information on other's behalf about such survey and only collect, use, store or otherwise process (collectively, "Process") personal details and/or confidential Information that can be linked to specific individuals ("Personal Data") in connection with the performance of Services under this contract, Service provider shall process such personal data in accordance with applicable law, rules and regulations including (without limitation) the Information Technology Act, 2000 (the "Act"), and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the "Rules"). Without prejudice to the generality of the preceding clause, Service provider represents that Service provider shall implement and maintain reasonable security practices and procedures (including, without limitation, managerial, technical, operational and physical security control measures) designed to protect such Personal Data against unauthorized access, damage, use, modification, disclosure or impairment, as required by the Rules ("Data Protection Procedures"). Service provider shall not further disclose or transfer Personal Data to any other person or entity, except as required by applicable law or court order. Service provider shall not retain Personal Data for longer than is reasonably required for the performance of their services or till such period allowed by law, whichever is earlier.
2. The service provider shall monitor progress of all the activities related to the execution of this contract and shall submit to the buyer, progress reports with reference to all related work, milestones, and their progress during the implementation phase.
3. The raw data / processed data/findings should not be disclosed by the service provider to any third party without prior approval of the buyer.
4. It shall be ensured that the data collected is complete, valid, relevant and appropriate to the survey objectives and instruments. Data collected shall be regularly assessed for accuracy, validity, consistency, appropriateness.
5. Strict compliance to guidelines for implementation of data collection is essential to ensure that the objectives of survey are fully met. Since the data will be used for making high level programmatic and policy decisions, it is very important to ensure that the implementation of survey work strictly adheres to the stipulated survey design, sampling procedures and guidelines for data management.
6. The service provider needs to maintain adequate backup of survey data to avoid data loss/damage.
7. The service provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours on the part of its personnel.
8. The service provider shall keep track of all administrative work such as attendance, productivity per day and address disciplinary issues of implementation staff.
9. The service provider shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/charges in connection thereof.
10. The service provider is responsible for following the provisions of labour welfare legislation and other similar legislations, rules, and orders as issued from time to time. The service provider will follow Indian job safety regulations and will release the buyer from any claims or obligations deriving from accidents or deaths caused by the service provider's negligence. All indemnities stemming from such accidents shall be paid by the service provider, and the buyer will not be held liable or responsible.
11. In the event of any malpractice at the time of implementation of project such as recruiting respondents from locations not listed or selected for the survey, submitting dubious data without conducting interviews, documenting personal identifiers of respondents, accepting bribes, is brought to the notice of the buyer department, buyer may request for immediate suspension of the staff responsible and the service provider will redo the concerned portion of the data collection work at no additional cost to the buyer.

● Standard Terms and Conditions

1. All deliverables / reports / work developed, prepared and completed including work-in-progress, during the Term of the contract and extension thereof, shall belong to the buyer and shall remain sole and exclusive property of the buyer and all the Intellectual Property Rights in respect of the same shall vest with the buyer.

1. Limitation of Liability: Notwithstanding anything to the contrary herein, in no event shall the buyer be liable for the death, injury or accident to the staff engaged by the Service Provider for any such study which may arise out of and in the course of performing duties and shall not be liable to any damages or compensation to such person or third party.

- Indemnification Clause: Service Provider shall indemnify the Buyer from any third party claims, for the data breach of personal details, in addition to other remedies and damages available to the Buyer including seeking for temporary injunction to restrain further violation of the breach of such data.

1. Payment Schedule

1. The Payment Procedure shall be in as specified in the General Terms and Conditions of GeM.
2. Payment as per payment terms provided by buyer in the bid document.

1. Formulae Used

Total Price = A*B

Where,

A = Lumpsum price to be quoted by the service provider

B = This should be kept as 1

1. Penalties and Termination

S No.	Description	Penalty (in %age of contract value)
1.	If the milestones/deliverables are not achieved/submitted as per schedule provided in scope of work Eg; delay in commencement of survey work	0.5% of the total cost for delay of each week or part thereof

2.	If an employee of the service provider is found responsible for misconduct/disobedience or has misbehaved in any manner or resorted to any violent behaviour etc. with the employees of buyer organisation or survey respondents.	0.05% of the contract value and replacement of concerned resource
3.	In the event of any malpractice at the time of implementation of project such as recruiting respondents from locations not listed or selected for the survey, submitting dubious data without conducting interviews, documenting personal identifiers of respondents	Every events of malpractice identified will lead to a penalty of 1% of project cost.
4.	If cumulative penalties reach 10% of the contract value	Termination of contract

Corrigendum | शुद्धिपत्र

1. Extended Upto | तक बढ़ाया गया : 2023-03-03 20:00:00
2. GeM-Bidding-Corr-4369078-3.pdf : [click here](#) | यहां क्लिक करें
3. Extended Upto | तक बढ़ाया गया : 2023-03-10 20:00:00
4. Extended Upto | तक बढ़ाया गया : 2023-03-17 20:00:00

Additional Required Data/Document(s) : Buyer | अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार

1. Pre-qualification criteria if required : refer ATC
2. Scope of Work : [click here](#)
3. Format to be uploaded by buyer for the breakup of components on cost/price offered by Service Provider in the Bid : [click here](#)
4. If you want to add additional conditions in addition to standard SLA then please upload approval from competent authority : [click here](#)
5. Payment Terms : [click here](#)

Additional Data/Document(s) : Seller | अतिरिक्त डेटा/दस्तावेज़ : विक्रेता

1. Certificate (Requested in ATC) : [click here](#)

ePBG Detail | ईपीबीजी विवरण

Advisory Bank सलाहकार बैंक :	State Bank of India
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :	3.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

Terms and Conditions | नियम और शर्तें

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#) .

2.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. Bidders are requested to submit the proposals as per the attached documents. Deficiency of the required documents may lead to rejection of bids.
2. Bidders are requested to comply with the pre-qualification criteria, technical evaluation criteria etc. as mentioned in the attached document.
3. Bidders are requested to submit the required details as mentioned in the bid documents.
4. bidders are requested to submit EMD/PBG wherever applicable as per the details given in the EMD/PBG section under the Bank Name- Central Bank of India. Details for the sub

mission of EMD/PBG are as follows; A/c Name: INVEST INDIA, A/C No. 3579607775 IFSC Code: CBIN0280298 (0-ZERO) Name of the Bank: Central Bank of India, Ashok Hotel, Chanakya Puri, New Delhi.

5. Exemption shall be allowed as per applicable guidelines mentioned in the GeM bid document. Bidders are advised to ignore the bank details pertaining to State Bank of India for EMD/ PBG submission.

6. Bidders are advised to submit relevant forms as required in the bid document.

7. The copy of the contract attached in Bid specific SLA section is draft in nature. Selected Bidder will have to sign the final contract after the award of work.

8. Notwithstanding anything contained in the provisions of GeM, The Selected bidder will have to sign separate Contract , Non-disclosure Agreement, and accept the LoA/ work order before the commencement of work.

9. Any added terms and conditions added by buyer will have an overriding effect over GeM standard terms and conditions

10. Any other terms & conditions as per the bid document. Non-compliance of above stated conditions may lead to rejection of the bids

2.4 Buyer Added Bid Specific SLA:

File Attachment [Click here to view the file](#) .

Note: This is system generated file. No signature is required.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।