अनुबंध|Contract





NA

अनुबंध क्रमांक | Contract No: GEMC-511687720702514 अनुबंध तिथि| Contract Generated Date: 07-Mar-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/4458783</u>

संगठन विवरण|Organisation Details

प्ररूप|Type:

Central Government

मंत्रालय|Ministry :

विभाग | Department :

संगठन का नाम|Organisation Name : N/A

कार्यालय क्षेत्र|Office Zone:

Ministry of Drinking Water and Sanitation

Pt. Deendayal Antyodaya Bhawan, Cgo Complex

खरीदार विवरण|Buyer Details

पद|Designation : **Under Secretary**

संपर्क नंबर|Contact No. : 011-24368569 ईमेल आईडी|Email ID : manojkumar.jha@nic.in

जीएसटीआईएन|GSTIN:

4th floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex,

पता|Address :

Lodhi Road, SOUTH EAST DELHI, DELHI-110003, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :

प्रशासनिक अनुमोदन का पदनाम।

Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम|

Designation of Financial Approval:

Minister of Jal Shakti

IS&FA

भुगतान प्राधिकरण विवरण|Paying Authority Details Role:

DDO

भगतान का तरीका।

Payment Mode:

पद|Designation : ईमेल आईडी|Email ID :

Section Officer

जीएसटीआईएन|GSTIN :

arun.moca@nic.in

PFMSOffline

4th floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road,

पता|Address:

SOUTH DELHI, DELHI-110003, India

परेषिती विवरण|Consignee Details

क्र.सं.|S.No परेषिती नाम & पता|Consignee Name & Address

संपर्क | Contact : 011-24368569-

ईमेल आईडी|Email ID : manojkumar.jha@nic.in जीएसटीआईएन|GSTIN:-

पता|Address : 4th floor, Pt. Deendayal Antyodaya

Bhawan, CGO Complex, Lodhi Road, SOUTH EAST DELHI, DELHI-110003, India Survey or Market Research Services/ Program evaluation or assessment survey services/Feedback Survey -

सेवा विवरण|Service Description

Water & Sanitation; Quantitative & Qualitative

सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रैता आईडी |GeM Seller ID : कंपनी का नाम|Company Name :

B4AA200001517125

IPSOS RESEARCH PRIVATE LIMITED 09810496838

संपर्क नंबर|Contact No.: ईमेल आईडी|Email ID :

parijat.chakraborty@ipsos.com

पता| Address :

1701, 17th Floor, Lotus Corporate Park, Fwing, Off Western Express Highway, Goregaon (East),

Mumbai, MAHARASHTRA-400063, -एमएसएमई पंजीकरण संख्या|MSME Registration number :

जीएसटीआईएन|GSTIN:

27AABCI3609K1ZJ

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

सेवा विवरण|Service Details

सेवा प्रारंभ दिनांक (नवीनतम) |Service Start Date (latest by): 14-Mar-2024

सेवा समाप्ति तिथि|Service End Date: 14-Jul-2024

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

बिलिग चक्र|Billing Cycle: weekly

विवरण Description			Total project cost (Inclusive of Taxes)
Mode of data collection	Field visit/in-person & app-based questionnaire administration		
Type of survey	Quantitative & Qualitative	1	
Minimum number of enumerators required	As per Bid documents attached		
Survey domain	Water & Sanitation		
Activities under pre survey work	Questionnaire preparation, Sampling strategy/sampling plan, Secondary research/desk review, Project plan, As per Bid documents attached		
Geographic Coverage	As defined in scope of work		
Unit of survey	Groups/organization – head of organization/single representative, As per Bid documents attached	1	211831620
Other Support Activities Required	Data Analysis, Report writing, Hard copies of deliverables, As per Bid documents attached		
Scope of work	Pre Survey Work and Data Collection		
Sub-activities required under Data collection	Technology tools/software for data collection, Device for data collection, Recording of FGDs/interviews, Training of enumerators/investigators, As per Bid documents attached	*	

Technical manpower required to be deployed on the project	IT expert, Monitoring & Evaluation Expert, Program Manager /Team Leader, Research Analyst, Statistician, District coordinator, Field Supervisor, Subject matter expert, As per Bid documents attached	
Qualification of field enumerators		
	कुल राशि (सूत्र) Total Amount (Formula) : (Total project cost (Inclusive of Taxes))	
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		211831620
कुल एडऑन मूल्य Total Addon Value(INR)		0
ऐंडऑन सहित कुल मूल्य Total Value Including Addons(INR)		211831620

- Provide number and other details of sample size for quantitative survey: As per Bid documents attached
- 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): As per Bid documents attached
- 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): As per Bid documents attached

अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	211831620
मूल्य विभाजन की पेशकश की Price Break up offered : प्रा <u>ड</u> ज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिक Price Break up offered Document link	

एसएलए विवरण | SLA Details

अर्तिरिक्त जानकारिया|Additional Details

SERVICE STC

SPECIAL TERMS AND CONDITIONS FOR MARKET SURVEY SERVICE

1. Preamble

- $A. All \, Market \, Survey \, Service \, contracts \, placed \, through \, GeM \, shall \, be \, governed \, by \, the \, following \, set \, of \, Terms \, and \, Conditions: \, for all \, conditions \, for all \, conditions$
- I. General terms and conditions for Goods and Services.
- II. Service STC contained in this document
- III. BID / Reverse Auction specific ATC
- 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.
- 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.

2. Objectives and Goal

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:

- 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

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.

3. Stakeholders

The main stakeholders associated with this agreement are:

Buyer: The Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms

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

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.

4. Service Scope

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

7. Terms and Conditions

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

implementation of project such as recruiting

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
	In the event of any malpractice at the time of	

- respondents from locations not listed or selected for Every events of malpractice identified will lead to a penalty of
 the survey, submitting dubious data without
 the survey, submitting dubious data without
 conducting interviews, documenting personal
 identifiers of respondents
- 4. If cumulative penalties reach 10% of the contract value Termination of contract

शुद्धिपत्र|Corrigendum

1. तक बढ़ाया गया|Extended Upto : 2024-01-31 20:00:00 2. GeM-Bidding-Corr-5868927-3.pdf :यहां क्लिक करें | click here 3. तक बढ़ाया गया|Extended Upto : 2024-02-05 20:00:00

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

- 1. Pre-qualification criteria if required: As per bid documents.
- 2. If you want to add additional conditions in addition to standard SLA then please mention the clauses of additional SLA: As per bid documents.
- 3. Scope of Work : 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. Format to be uploaded by buyer for the breakup of components on cost/price offered by Service Provider in the Bid: click here
- 6. Payment Terms : click here

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

- 1. Certificate (Requested in ATC): click here
- 2. Documents In Support Of Any Pre-qualification Or Any Other Criteria Mentioned By Buyer: <u>click here</u>

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	10.00

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

नियम और शर्तें|Terms and Conditions

- 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 buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Buyer Added Bid Specific SLA:

Text Clause(s)

- i) This bid is in continuation of the invitation of 'Expression of Interest (EoI)' issued by DDWS videender ID 2023_MDWS_761610_1 dated 13th July, 2023 on CPP portal. Therefore, only following agencies who have been declared qualified at EoI stage, are eligible to a pply towards this RfP on GeM portal:
 - a) M/s Academy of Management Studies;
 - b) M/s IPSOS Research;
 - c) M/s NATKAR India Pvt. Ltd
 - d) M/s Quality Council of India
- 2.3 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document Click here to view the file.

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

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