

**NOTICE INVITING TENDER (NIT)**

**FOR**

**EVALUATION OF “DESIGNING INNOVATIVE SOLUTIONS FOR HOLISTIC  
ACCESS TO JUSTICE” (DISHA) SCHEME**

**ISSUED BY:**

**DEPARTMENT OF JUSTICE,  
JAISALMER HOUSE,  
26, MAN SINGH ROAD  
NEW DELHI - 110011**

**(GeM Bid No. - GEM/2025/\_\_\_\_\_)**

**(Dated- \_\_\_\_\_)**

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## 1. Notice Inviting Tender (NIT)

**Subject: E-tender for Evaluation of the “Designing Innovative Solutions for Holistic Access to Justice” (DISHA) Scheme.**

Department of Justice (DoJ), Ministry of Law and Justice, invites online tender (e-tender) through Government e Market (GeM) Portal for evaluation of “Designing Innovative Solutions for Holistic Access to Justice” (DISHA) Scheme.

2. The NIT document may be downloaded from the official website of DoJ ([www.doj.gov.in](http://www.doj.gov.in)) and the GeM Portal ([www.gem.gov.in](http://www.gem.gov.in)).

3. Objectives, scope of work and instructions for submission of the Bids and other details are available in the NIT document. The responses may be submitted on or before the stipulated date and time as mentioned in the NIT document.

4. Bids after due date will not be considered.

5. Bidders are encouraged to inform themselves fully about the assignment and conduct their own due diligence before submitting their Bid on GeM.

### Critical Date Sheet:

S.NO	EVENTS	DATE
1.	Date for opening of Bids	Available in GeM Bid document
2.	Pre-Bid Conference date and time	Available in GeM Bid document
3.	Online Bid Submission start date and time	Available in GeM Bid document
4.	Online Bid Submission end date and time	Available in GeM Bid document
5.	Date and time for opening of Technical Bids	*24 hrs after Bid submission end date and time
6.	Date and time for opening the Financial Bids	As per General Terms and Conditions of sale / purchase of goods and services in GeM.
7.	Address for communication	The Under Secretary (A2J) Jaisalmer House, 26, Man Singh Road, New Delhi-110011

*\*In case, holiday is declared by the Government on the day of opening Bids, the Bids will be opened on the next working day at the same time. The Department reserves the right to accept or reject any or all the Bids without assigning any reason.*

## **2. Disclaimer**

- i. This NIT document is neither an agreement nor an offer by DoJ to the prospective bidders or any other person. The purpose of this NIT is to provide information to the interested parties that may be useful to them in the preparation of their Bid pursuant to this NIT.
- ii. DoJ will not be liable for loss or damages in any manner whether resulting from negligence or otherwise, however caused, arising from reliance placed by a bidder upon any statement contained in this NIT.
- iii. The information given is not exhaustive on account of statutory requirements and should not be regarded as complete or authoritative statement of law.
- iv. DoJ reserves the right to change/ modify/ amend /cancel any or all provisions of this NIT document. Such revisions to the NIT /amended NIT will be made available on the website of DoJ and GeM.

## **3. Introduction to DISHA Scheme**

DoJ is implementing a pan India scheme namely "DISHA", which has a financial outlay of Rs 250 crore for a period of five years (2021-2026). It aims to fulfil the Constitutional mandate of "Equal Justice and Free Legal Aid" to the people of India as enunciated under the Preamble and Article 39A, of the Constitution of India. This scheme aims to create a citizen-centric justice delivery system by integrating technology with access to justice, ensuring a more efficient and inclusive legal framework. A brief note on the scheme/programmes is given in Annexure I.

### **3.1 Genesis of the Study**

The DISHA scheme was approved by Standing Finance Committee (SFC) in consultation with Ministry of Finance (MoF) for a period of five years (2021-2026). For assessing program effectiveness, identifying course correction or improvement and determining scalability and sustainability post 2026, DoJ intends to get an independent evaluation of the DISHA scheme. Presently, this scheme approval is up to the year 2026, which is in alignment with 15<sup>th</sup> Finance Commission Cycle (2021-2026). Accordingly, it is necessary to conduct the evaluation within the specified timeframe to ensure its timely completion.

### **3.2 Objectives of the evaluation**

- i. To analyze and assess the impact of programs viz. Tele-Law, Nyaya Bandhu (Pro Bono Legal Services) and Legal Literacy and Legal Awareness programme (LLLAP) under the DISHA Scheme, on the targeted beneficiaries, sectors, and regions.
- ii. To undertake an output-outcome analysis of each of the program as mentioned above under the Scheme.
- iii. To identify and study the gaps in implementation of the each of the program under the Scheme, if any, and suggest measures for improvement in future.

- iv. To give suitable recommendation for continuation of the DISHA Scheme beyond the year 2026.

### **3.3 Scope of Work**

The following scope of work is non-exhaustive and may be subject to modification or expansion, if any.

#### **3.3.1 Scope of Work: Tele- Law Programme**

The bidder is expected to undertake a comprehensive evaluation of the Tele-Law programme, covering the following key areas to assess programme efficiency, impact, and areas for improvement. The scope of work for the programme is as follows:

##### **I. Trend analysis of the transactions<sup>1</sup>**

- i. To utilize data analytics tools to identify volumes of cases in particular regions (State/District/Block/Gram Panchayats) and conduct a comparative analysis of the regions with low and high volumes of case registration/pre-litigation advice enabled.
- ii. To conduct a comparative analysis of active and inactive CSCs<sup>2</sup> in Aspirational Blocks and Districts, identify the reasons for inactive CSCs, and provide recommendations to enhance their performance.
- iii. To conduct a thorough review of case registrations<sup>3</sup> from Common Service Centres (CSCs), to detect any inconsistencies or irregular patterns that could indicate potential duplicity of registration of cases. State-wise comprehensive breakdown of such cases if any requires to be identified along with plausible explanation of the inherent reasons.

##### **II. Beneficiary feedback**

- i. To gather feedback from beneficiaries using questionnaires or any other appropriate method on the ease of accessing pre-litigation advice through different channels of the Tele-Law programme such as CSCs run by Village Level Entrepreneurs (VLEs), mobile application, Tele- Facilitation Centres (TFC) and Nyaya Sahayaks and identify the challenges faced by them.
- ii. To identify key operational challenges, such as connectivity issues and language barriers, that affect the beneficiary experience and provide recommendations to address these challenges at ground level.
- iii. To verify the success stories of beneficiaries from the last six (6) months preceding the evaluation of the scheme.

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<sup>1</sup> Transaction: Case registration under Tele-Law programme.

<sup>2</sup> *ibid*

<sup>3</sup> Data to be provided by DoJ/CSC e-Governance Services India Limited.

### **III. Interaction with Panel Lawyers**

- i. To interact with Panel Lawyers (full-time/part-time) and to gather insights and feedback on service quality.
- ii. To solicit recommendations for improving overall Tele-Law services and its effectiveness in delivering pre-litigation advice through CSC.
- iii. To analyse the operational framework of Panel Lawyers and assess the process by which cases are assigned to them.

### **IV. On-ground assessment**

- i. To visit identified CSCs to check the infrastructure for providing Tele-Law services, such as adequate internet connectivity, availability of communication equipment, privacy for female beneficiaries and verify the presence of VLEs.
- ii. To interact with VLEs, other CSC field functionaries/stakeholders, and beneficiaries at ground level to gather first-hand information about the operations and effectiveness of the CSCs.
- iii. To interact with Nyaya Sahayaks, analyse the challenges they encounter, and offer recommendations to enhance their performance or suggest alternative models (e.g., Self Help Groups, Anganwadi Workers, ASHA Workers etc.) in place of Nyaya Sahayaks in the Aspirational Blocks and Districts.
- iv. To evaluate the effectiveness of the TFC and the performance of Tele Callers, Specialized Lawyers, and Counsellors providing services through the toll-free number (14454), identify any shortcomings in its usage, and propose recommendations to address these challenges.

### **V. Others**

- i. To evaluate the quality of services, manner, professionalism, and demeanour exhibited by each functionary involved in assisting beneficiaries/applicants under the Tele-Law programme (e.g., Panel Lawyers, VLEs, Tele Callers, and Counsellors) and suggest any required improvements.
- ii. To assess the programme's impact on raising legal awareness and empowering beneficiaries, especially in Aspirational Blocks and Districts.
- iii. To analyse the challenges faced by underperforming Aspirational Blocks and Districts and provide recommendations to improve their performance.

- iv. To recommend the development of an easily accessible feedback mechanism for citizens using the Tele-Law services.
- v. To suggest recommendations to enhance registration of cases in areas where there is nil or low registration of cases.
- vi. To assess the effectiveness of different channels of the Tele-Law programme, and determine which channel makes the most significant impact in Aspirational Blocks and Districts.
- vii. To provide findings and challenges specific to each State regarding variations in CSC performance, and stakeholder engagement practices across different geographical regions.
- viii. To conduct a comparative analysis of services provided by CSCs versus the mobile application and website.
- ix. To evaluate the website/mobile application/toll free number usability and ease of navigation to ensure user-friendly interaction.
- x. To assess necessary support rendered by State Government officials in implementing the program.

*Note: The bidder may identify areas based on high, medium, and low performance parameters of the Tele-Law programme across the North & Central, South, East, West, and North-East zones in the sampling process. Emphasis should be placed on ensuring comprehensive and efficient data collection, with special focus on the Aspirational Blocks and Districts identified by NITI Aayog. So far as the minimum number of the each stakeholders are concerned, please refer to para 4.4 titled Methodology of this document.*

### **3.3.2 Scope of work: Nyaya Bandhu (Pro Bono Legal Services) programme**

- i. To evaluate the strategies adopted under the Nyaya Bandhu programme i.e., technological interface to connect advocate and applicant, Pro Bono panel framework at High Courts and Pro Bono Club (PBC) in Law Schools.
- ii. To outline the need for a Case Management System for monitoring and evaluation of the programme with the help of technological interventions.
- iii. To conduct a preliminary analysis report of the Nyaya Bandhu mobile application focusing on the technical aspects and how well it is responding to beneficiary's requirements.



- iv. To check feasibility to enhance the budget for the Nyaya Bandhu programme in pursuance to expansion of scope of work of the programme particularly for PBCs and broadening their scope beyond advocacy and legal awareness.
- v. To identify strategies for establishing a consortium of all the PBCs.
- vi. To suggest recommendations to adopt a credit-based system in the curriculum of the Law Schools.
- vii. To propose recommendations for expanding the role of the High Court panel and redefining the responsibilities of the Registrar General of the High Court.
- viii. To identify the failures and successes in the implementation of the programme and dissemination of Pro Bono services to date.
- ix. To document best practices under Pro Bono legal services in India and abroad.
- x. To suggest recommendations to promote Pro Bono initiatives in the legal sector and to onboard the stakeholders involved in it.

*Note: The bidder may select a minimum of two Panel Lawyers from each State Bar Council and minimum of two Law Schools, including one Government and one private institution in the sampling process to ensure comprehensive representation.*

### **3.3.3 Scope of Work: Legal Literacy and Legal Awareness programme (LLAP)**

- i. To review the achievements of the project given in the Memorandum of Agreement (MoAs) made between DoJ and Implementing Agencies and evaluate their effectiveness in addressing the identified challenges.
- ii. To assess whether the project has achieved or impeded the progress towards achieving its desired results.
- iii. To determine the impact of the project upon beneficiaries, particularly with respect to level of legal literacy among the targeted communities.
- iv. To evaluate the infrastructural, logistical, and financial requirements for sustaining the project objectives post-DoJ funding and assess the State-level mechanisms established for ensuring long-term sustainability.
- v. To assess whether the training component of the project increased the pool of trained human resources at the State/District/Block/Gram Panchayat level who are able to conduct LLAP training.

- vi. To recommend measures and corrective actions to improve effectiveness for better implementation of the programme.
- vii. To identify the best practices followed by the Implementing Agencies.

*Note: The bidder may include the Implementing Agencies in the sampling process. Emphasis should be placed on ensuring comprehensive and efficient data collection, with special focus on the Aspirational Blocks and Districts identified by NITI Aayog.*

#### **4. Methodology**

- 4.1 For carrying out the evaluation of the DISHA scheme extensive fieldwork needs to be undertaken. Primary and Secondary information is required to be collected to test the various parameters mentioned in the objectives under para 3.2. The sampling frame may inter-alia include States, Districts, Tehsils, Blocks, Gram Panchayats and each unit of the sampling frame may be selected using the most appropriate sampling method.
- 4.2 To assess the impact of the scheme on parameters such as relevance, effectiveness, efficiency and sustainability, the bidder may be required to use qualitative and quantitative tools. The bidder while framing the questionnaires may include all stakeholders such as CSCs, VLEs, Nyaya Sahayaks, Panel Lawyers, Law Schools and Implementing Agencies etc.
- 4.3 The sample design for survey must be created in such a way that the sample actually selected is spread over geographic sub-areas. An indicative sampling framework may include samples from 5 zones i.e. North & Central, South, East, West and North-East.
- 4.4 Among the various stakeholders, the feedback from the beneficiaries of all three programs in the DISHA Scheme, Tele-Law in particular is required to be obtained. The Sample of the beneficiaries should be taken from data available on the dashboard duly taking into account the geographical spread and it should not be less than 2000 valid sample size.
- 4.5 The sample size of Panel Lawyers and Nyaya Sahayak should be at least 10% of the total number including samples from 5 zones i.e. North & Central, South, East, West and North-East.
- 4.6 The sample size of VLEs/CSCs should be at least 1% of the total Active CSCs including samples from 5 zones i.e. North & Central, South, East, West and North-East.

## 5. Instructions to Bidders

### 5.1 Bid Submission Instructions

#### a) Language

The Proposal should be filled by the Bidder in English language.

#### b) Applicable currency for Financial Bid

Prices for services offered shall be quoted in Indian Rupees (INR) only.

#### c) Submission of Bid

Bidder must upload his Bid on GeM portal before the due date of closing of tender. Technical Bid must be uploaded with all details and the supporting documents as required in this tender document. Providing any financial information in any form in the Technical Bid will render the bidder disqualified. The Financial Bid must be complete with full price details of the work.

#### NOTE:

- i. All the pages of the Bid 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.
- ii. All pages of the Bid must be initialed/stamped/digitally signed by the person or persons who sign the Bid.
- iii. The Financial Bid should be inclusive of all costs, including all taxes.

#### d) Bids after due date

Bids received after due date and specified time for any reason whatsoever, shall not be entertained in any circumstances. The Bids submitted through post/fax/e-mail/hardcopy etc. shall not be considered. No correspondence will be entertained on this matter.

### 5.2 Minimum Eligibility Criteria

S. No	Contents	Eligibility
1.	Technical Capacity	i. Bidder should be a Government Organization/ PSU/Not-for-profit organization registered as a Society or a Trust under Indian Laws or academic institutions or Autonomous body under GOI or a Limited Company / Private Limited Company under Company Act 1956 /2013 or a partnership firm / a Limited Liability partnership company under the Limited Liability Partnership Act 2008 in India for last 5 years from the date of NIT. (Certificate of incorporation/Registration is required to be submitted).

		<p>ii. Individuals are not eligible to participate.</p> <p>iii. The bidder should have undertaken/completed at least 3 eligible assignments in the country during the last five years involving quantitative and/or qualitative data collection granted by Central or State or UT, Government Departments / undertakings, other agencies etc. regulatory commissions, tribunals, statutory authorities and Public Sector entity (PSE), Research Organizations in respect of monitoring and evaluation.</p> <p>a) At least 3 (three) eligible assignments should have included household surveys.</p> <p>Or</p> <p>b) At least 2 (two) eligible assignments should have included establishment surveys.</p> <p>Or</p> <p>c) At least 3 (three) eligible assignments should have included Computer Assisted Personal Interviewing (CAPI) based surveys conducted using handheld devices (viz tablets, smart phones, etc.)</p> <p>iv. The bidder must not have been debarred or blacklisted by the Central or State or UT Government departments / undertakings, other agencies etc. regulatory commissions, tribunals, statutory authorities and public sector entities, from participating in any assignment. The declaration for not blacklisted is given in <b>Annexure-VIII</b>.</p>
2.	Financial Capacity	The bidder must have a minimum annual turnover of Rs. 2 (two) crore or more during the last five financial years: FY 2020-21 to 2024-25.
3.	Availability of Key Personnel and conditions for eligibility of the same	<p>Upon engagement, the bidder shall be required to constitute a survey team consisting of members of following qualification:</p> <p>i. <b>Team Leader-</b> Master's degree in Economics/Statistics/Law or MBA equivalent, with at least 15 years of experience, including work in Access to Justice, Legal Literacy, or empowerment projects. Proven expertise in stakeholder management, report writing, and delivering actionable recommendations.</p> <p>ii. <b>Research/Monitoring and Evaluation (M&amp;E) Expert-</b> Master's degree in Social Sciences, or a related field, with at least 5 years of experience in Research, Monitoring, and Evaluation, preferably in Access to</p>

		<p>Justice, Legal Literacy, or similar empowerment projects. Expertise in designing M&amp;E frameworks, conducting evaluations, and analyzing data to assess program impact and outcomes.</p> <p>iii. <b>Senior Data Analyst-</b> Master's degree in Statistics/Data Science/Computer Science, or a related field with at least 5 years of experience in data analysis, focusing on government programs or large-scale initiatives, and expertise in tools like SQL, Python, R, Power BI, STATA, SPSS and Tableau.</p> <p>iv. <b>Field Manager-</b> Master's degree in Social Sciences/Management or a related field with at least 5 years of experience in field operations, team supervision, and managing large-scale social or Government projects.</p> <p>v. <b>Supervisor/Coordinator-</b> Bachelor's degree in Social Sciences/ Management or a related field with at least 3 years of experience in coordinating field activities, team management, and ensuring adherence to project timelines in social or Government programs.</p> <p>vi. <b>Investigator/Enumerator-</b> Minimum qualification of 12th pass or equivalent, with at least 2 years of experience in data collection, field surveys, and community engagement, preferably in Government or social sector projects fields.</p>
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The detailed roles and responsibilities of the survey team are given in **Annexure II** and the format of CV of above-mentioned Key Personnel is given in **Annexure III**.

### 5.3 Eligible Assignment

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):

- Assessment/research/evaluation study conducted for Union/State Government, regulatory commission, tribunal, bilateral agencies, multilateral agencies, statutory authorities, public sector entities in India covering a minimum sample size of 1000 respondents.
- Provided that the Eligible Assignments have been completed in the 5 (Five) financial years preceding the PDD,
- Provided that the Applicant firm claiming credit for an Eligible Assignment shall have value of at least Rs 20 lakhs for such assignment.
- For the Eligible Assignments, the Applicant shall provide requisite supporting documents such as copies of contracts, agreements etc. The value for the assignment should be clearly

mentioned in the supporting documents provided. In the absence of supporting documents with requisite details, the assignment will not be considered as an Eligible Assignment.

#### 5.4 Geographical Coverage: Pan India

### 6. Time, Cost and Payment Schedule

#### 6.1 Time frame for Completion of the Study (Tentative)

S. No	Activity	Timeline	Deliverables
<b>Inception Report-</b> This report should describe the conceptual framework, methodology and work plan of the evaluation.			
<b>1</b>	<b>Orientation meeting and submission of Inception Report</b>	<b>Week 1–3</b>	
1.1	Kick-off meeting with Department and PMU Team	Week 1	Physical interaction at DoJ premises.
1.2	Virtual/physical meeting	Week 2	Virtual/physical meeting with Implementing Agencies/stakeholders/field functionaries of DISHA scheme.
1.3	Submission and presentation of Inception Report	Week 3	Submit and present Inception Report with summary of initial observations on the secondary data provided by DoJ/CSC e-Governance Services India Limited.
<b>2</b>	<b>Data Collection and Analysis</b>	<b>Week 4–12</b>	On-ground visits and preparation of Mid Term Progress Report.
<b>Mid Term Progress Report:</b> This report entails the progress made in the evaluation of the project till date and address implementation issues, if any.			
<b>3</b>	<b>Submission of Mid Term Progress Report</b>	<b>Week 13 -14</b>	Submit and present Mid Term Progress Report with summary of field visit observations.
<b>Draft Report:</b> This report should be a comprehensive document that presents the on-ground assessment of the programme (all the three programs under the DISHA scheme). It should duly incorporate revisions made following the discussion of the Mid-Term Progress Report.			
<b>4</b>	<b>Submission of Draft Report</b>	<b>Weeks 15-17</b>	Submission and presentation of Draft Report.
<b>Final Report:</b> This report should present the findings, conclusions and recommendations of the evaluation.			

<b>6</b>	<b>Submission of Final Report</b>	<b>Week 20-22</b>	Final Report and presentation.
6.1	Key deliverables	Week 23-24	<p>After approval of the Final Report by DoJ, following deliverables shall be submitted to the DoJ:</p> <ul style="list-style-type: none"> <li>• Hard and soft copies of Final Report (10 sets) each in English and Hindi.</li> <li>• Data Evaluation Report.</li> <li>• Stakeholder Feedback Report.</li> <li>• On-ground Assessment Report.</li> <li>• Raw Data collected from the field.</li> </ul>

*NOTE: Time is of the ‘essence’ for completion of task, hence only those bidders who have the requisite manpower and other facilities and are willing / confident of completing such study in a set time frame need to apply / submit the Bid.*

## **6.2 Cost of Study/work (Financial Bid)**

- i. In the Financial Bid, the bidder will be required to quote a lump sum amount towards cost of the study (inclusive of all programs in the scheme). The format of Financial Bid is given in **Annexure IV**.
- ii. Total cost of study quoted should be **“all inclusive”** lump sum cost for complete study of all the schemes covered under the scope of this study, as described in the NIT, including all expenses, by whatever name called, like travelling expenses, out of pocket expenses etc., including all duties, taxes, levies, GST etc., costs pertaining to collection, compilation, and analysis of translation, printing, secretarial expenses and so on.

## **6.3 Payment Schedule**

- i. 25% of total cost of study/work as per Award of Contract would be released after submission of Inception Report.
- ii. 15% of total cost of study/work as per Award of Contract would be released after completion of data collection, processing and analysis.
- iii. 10% of total cost of study/work as per Award of Contract would be released after submission of Mid Term Report.
- iv. 20% of total cost of study/work as per Award of Contract would be released on submission of Draft Final Report.

- v. Rest 30% of total cost of study/work as per Award of Contract would be released on acceptance of Final Report/documents by DoJ and presentation in full compliance of obligations on the part of bidder under the Terms and Conditions of NIT.

## 7. Pre-Bid Conference

- i. A Pre-Bid conference will be held with the interested bidders either through physical /virtual mode for the purpose of addressing the queries, if any, of the interested bidders regarding Technical Bids.
- ii. The time and venue of Pre-Bid conference is as follows:

Particulars	Date	Venue
Pre-Bid conference	As per GeM document	Conference Hall, Jaisalmer House, 26, Man Singh Road, New Delhi - 110011

- iii. In the Pre-Bid conference, clarifications pertaining to Technical Bids and other issues regarding the items stipulated in the Bid document will be provided to the interested bidders.
- iv. All the administrative and incidental expenses e.g. travelling, lodging and boarding etc. shall be borne by the bidders themselves.
- v. A list of clarifications/deviations required to be discussed in the Pre-Bid conference may be intimated/communicated to DoJ over e-mail ([nk.tongar@gov.in](mailto:nk.tongar@gov.in)) as per the NIT document before attending the Pre-Bid conference.
- vi. Based upon the discussion held in the Pre-Bid conference, a Minutes of Meeting (MoM) shall be prepared and if required, a Corrigendum/Addendum may be issued in GeM Portal and it shall be treated as a part of the NIT.
- vii. The decision of the DoJ in this regard will be final.
- viii. No further Pre-Bid suggestions for clarifications/deviations will be entertained after the conclusion of Pre-Bid conference.



## Bidder Clarifications

- i. The bidders are required to submit their queries for the Pre-Bid Conference via email to [nk.tongar@gov.in](mailto:nk.tongar@gov.in) at least three days prior to the scheduled date of the Pre- Bid conference.
- ii. No queries will be accepted after this deadline.
- iii. DoJ reserves the right to not respond to any/all queries raised or clarifications sought if, in their opinion they consider that it would be inappropriate to do so or do not find any merit in it.
- iv. The queries must be submitted as per the following format:

### BIDDERS REQUEST FOR CLARIFICATION /PRE-BID QUERIES

Name of the bidder:			
Mobile number			
Email:			
S. No.	NIT document reference (page number/ sub-heading)	Content of NIT requiring clarification	Points of clarification required
1.			
2.			

## 8. Method of Selection and Technical Bid Evaluation Criteria

Quality and Cost Based Selection (QCBS) method of evaluation will be adopted for selecting the bidder. The Technical Bids will be allotted weightage of 70% while the Financial Bids will be allotted weightage of 30%.

### 8.1 Technical Bid Evaluation Criteria

- i. The Technical Bid evaluation criteria would be as follows:

S. no.	Criteria	Max. Marks
1	<b>Past Experiences</b>	<b>50</b>
	i. Completion of studies in the last 5 years (2020-21 to 2024-25) For 3 studies = 10 marks (1 mark for each additional study beyond first three, subject to a maximum of 10 marks)	20

	ii. Out of 1(i) above, studies conducted for Government Department (Central/State/PSE) For 1 study = 1 mark, (1 mark for each additional study subject to a maximum of 4 marks)	5
	iii. Out of 1(i) above, number of studies having worth (awarded/ completed) Rs. 20 lakh and above For 1 study = 1 mark, (1 mark for each additional study subject to a maximum of 9 marks)	10
	iv. Out of 1(i) above, number of studies pertaining to evaluation of schemes/projects implemented by Government Department (Central/State/PSE) For 1 study = 1 mark (1 mark for each such study subject to maximum of 9 marks).	10
	v. Number of studies awarded/ being conducted but not completed yet. For 1 study = 1 mark, (1 mark for each of the additional study subject to a maximum of 4 marks)	5
2	<b>Financial Strength of the Bidder</b>	<b>25</b>
	Audited Financial Statements with a minimum annual turnover of Rs. 2 Crores for conducting surveys and related activities during the last five <b>financial years (2020-21 to 2024-25)</b> <ol style="list-style-type: none"> <li>Minimum Rs. 2 Crore: 10 marks</li> <li>Rs. 2-5 Crore: 15 marks</li> <li>Rs. 5-10 Crore: 20 marks</li> <li>More than Rs. 10 Crore: 25 marks</li> </ol>	25
3	<b>Experience of Key Personnel</b>	<b>25</b>
	<b>Team Leader (maximum 6 marks)</b> Minimum 15 years: 3 marks 15-18 years: 4 marks Above 18 years: 6 marks	6
	<b>Research and Monitoring Expert (maximum 4 marks)</b> Minimum 5 years: 2 marks 5-8 years: 3 marks Above 8 years: 4 marks	4
	<b>Senior Data Analyst (maximum 4 marks)</b> Minimum 5 years: 2 marks 5-8 years: 3 marks Above 8 years: 4 marks	4
	<b>Field Manager (maximum 4 marks)</b> Minimum 3 years: 2 marks 3-6 years: 3 marks Above 6 years: 4 marks	4
	<b>Supervisor (maximum 4 marks)</b> Minimum 3 years: 2 marks 3-6 years: 3 marks	4

	Above 6 years: 4 marks	
	<b>Investigator (maximum 3 marks)</b> Minimum 2 years: 2 marks Above 2 years: 3 marks	3
	<b>Total</b>	<b>100</b>

- ii. The minimum qualifying marks for technical qualifications will be 75 subject to condition that there are at least 3 technically qualified bidders who obtain a minimum of 75 marks. (If there are three or more bidder who obtain 75 or more marks, all will be declared as technically qualified.) In case, number of technically qualified bidder obtaining 75 or more marks is less than three, top three bidders, who have obtained 50 or more marks, shall be declared as technically qualified bidders. In the exceptional situation of only one bidder obtaining 50 or more marks or no bidder obtaining 50 or more marks in the technical evaluation, the DoJ may in its discretion, consider lowering the minimum qualifying marks to 40 and declare a maximum of top three bidder obtaining 40 or more marks as technically qualified or decide to cancel/withdraw the NIT. In case only one bidder obtains 40 or more marks or no bidder obtains 40 or more marks, no further relaxation shall be done and the DoJ may cancel / withdraw the NIT.
- iii. The eligibility checklist for opening the Technical Bid is provided in **Annexure V**. Bidders are requested to submit all the documents listed in the checklist. Bids submitted without the checklist will not be considered for evaluation and may be rejected without assigning any reasons thereof.

## 8.2 Evaluation of Bids

- i. The Consultancy Evaluation Committee (CEC) will be constituted to evaluate and finalize the technical bid received in response to the tender document. The Committee would shortlist the technically qualified Bid on the parameters for qualifying the technical criterion as per given at Para 8.1 above. The bidder shall be required to score a minimum score of 40 (forty) failing which the Bid will not be considered for Financial Bid Evaluation and the Bid will be rejected.
- ii. The CEC will accept/reject technically qualified Bids on the GeM Portal as per the NIT. A time period of 48 hours will be given to the rejected bidders to submit representation, if any. The CEC will be required to address the representation of the rejected bidders and finalize the list of technically qualified bidders as per the Technical Criteria mentioned in para 8.1. Subsequently, after submission of the Final Report by CEC, the Financial bids may be opened on GeM Portal. After Evaluation of the Financial Bids, the GeM portal will generate an automated list of the bidders specifically L1<sup>4</sup>, L2, L3 etc., as per NIT. CEC needs to evaluate Financial Bids as per formula of Quality & Cost Based Selection giving 30% weightage to Financial Bids as per NIT.

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<sup>4</sup> Lowest bidder

- iii. CEC will need to submit the Final Evaluation report declaring the winner with Highest Combination combining 70% score to Technical Bids and 30% weightage to Financial Bids. GeM will contact the selected bidder. The bidder is required to confirm within 72 hours whether the bidder is willing to execute the contract. In case the bidder accepts the offer, an Award of Contract will be issued.
- iv. In case the bidder rejects the offer or does not reply, the CEC will declare the second-best bidder with Highest Combination Score and so on. This process will continue till the selected bidder confirms the willingness for execution of contract.

## **9. General Conditions of Contract (GCC)**

### **9.1 Withdrawal of NIT**

DoJ, on its sole discretion, may at any stage of the bidding process, withdraw the NIT, without assigning any reasons thereof.

### **9.2 Earnest Money Deposit (EMD)**

- i. **3% of Contract Value** should be submitted as token amount, in the form of Demand Draft/Banker's Cheque or Bank Guarantee acceptable to DoJ, from any of the Commercial /Scheduled Bank only drawn in favour of "DDO, Department of Justice" and payable at New Delhi, must be submitted to "Sh. Narendra Kumar, Under Secretary, DoJ, Jaisalmer House, Man Singh Road, New Delhi" on or before the last date of Bid submission as mentioned in Gem Bid document without which the bids shall be rejected as non-responsive. The validity period of such a Demand Drafts/Banker's Cheque or Bank Guarantee shall not be less than 90 (ninety) days from the last date of submission of Bid.
- ii. No interest shall be payable by DoJ for the sum deposited as EMD.
- iii. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract with successful bidder.
- iv. The selected bidders EMD will be returned, without any interest, upon the signing the Contract and furnishing of the E Performance Bank Guarantee Security in accordance with the provisions thereof.
- v. The format of EMD is given under **Annexure VI**.

### **9.3 e-Performance Bank Guarantee (ePBG)**

- i. The ePBG will be for a value equal to **5% of the total Contract Value**.
- ii. It should be submitted within five (05) days of intimation about acceptance of their Bid, successful bidder shall furnish ePBG from a Commercial/Scheduled Bank.
- iii. ePBG shall be submitted in the format specified in the **Annexure- VII** of this tender document. It shall be valid till 120 days after completion of tenure of the Contract.
- iv. In case the selected bidder fails to submit the ePBG within the given time, DoJ, at its discretion, may invite next ranked bidder for award of Contract and so on.
- v. All incidental charges whatsoever such as premium, commission etc. with respect to the ePBG shall be borne by the bidder.
- vi. In the event of the bidder being unable to service the contract for whatever reason, DoJ would invoke the ePBG. Notwithstanding and without prejudice to any rights whatsoever of DoJ under the contract in the matter, the proceeds of the ePBG shall be payable to DoJ as compensation for the bidder's failure to perform/comply with its obligations under the Contract.
- vii. Before invoking the ePBG, the successful bidder will be given an opportunity to represent before DoJ.
- viii. The decision of DoJ on the representation given by the successful bidder shall be final.

### **9.4 Liquidated Damages and Penalty**

- i. In case of delay in the completion of services, liquidated damages not exceeding an amount equal to 0.2% [zero-point two percent] of the contract value per day, will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of bidder, suitable extension of time may be granted, only after the approval from DoJ.
- ii. DoJ shall have the right to appropriate the Performance Security, in whole or in part, without providing notice to the bidder in the event of breach of agreement or for recovery of liquidated damages.
- iii. A penalty ranging from 2% to 5% of the total contract value per month will be imposed by the DoJ in cases of non-fulfillment or delays in meeting the agreed-upon deliverables within the specified timelines. The exact penalty percentage will be determined based on the severity and duration of the delay or failure, as assessed by the DoJ.

## **9.5 Termination**

DoJ may terminate the Contract executed with selected bidder in case of the occurrence of any of the events specified below:

- i. If the selected bidder becomes insolvent or goes into compulsory liquidation.
- ii. If the selected bidder, in the judgment of DoJ, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- iii. If the selected bidder submits to DoJ false statement which has a material effect on the rights, obligations or interests of DoJ.
- iv. If the selected bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to DoJ.
- v. If the selected bidder fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing.
- vi. In case of above-mentioned occurrence, DoJ may give a written advance notice of 10(ten) days before terminating the Contract of the selected bidder. The selected bidder will be required to provide an adequate reply to the said termination within a period of 7 days. The DoJ will have the final authority to terminate the selected bidder post considering their reply.

## **9.6 Jurisdiction**

Any dispute between the parties shall be referred to Arbitration and same will be governed by the Arbitration and Conciliation Act, 1996. The seat of the Arbitration shall be at New Delhi.

## **9.7 Canvassing/Contracting**

Any effort by a bidder to influence DoJ in its decisions on offer evaluation, offer comparison or Award of Contract may result in the rejection of the bidder's offer. No bidder shall contact DoJ on any matter relating to its offer, from the time of opening of Technical Bid to the time the Contract is awarded.

## **9.8 Intellectual Property Rights of the Study/Data**

The Draft/Final Reports and the contents thereof would be the intellectual property of DoJ and would not be published by the bidder without prior approval of DoJ. The raw data/processed data/findings should not be disclosed by the agency to any third party without prior approval of DoJ. The bidder shall be required to submit all the raw data to the DoJ in a suitable portable device.

## **9.9 Force Majeure**

The parties shall ensure compliance with the terms of this NIT. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the NIT to the extent such a failure is due to force majeure, events such as fire, rebellion, mutiny, civil commotion, riots, strike, lockout, the force of nature, accident, the act of God, or any other reason beyond the control of the concerned party.

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**Brief note on the programs of the DISHA Scheme**

1. Access to Justice is recognized as both basic human right and as a means to respect, protect and fulfil other universally recognized human rights. Worldwide, nations have pledged to promote the rule of law at the national and international levels, and ensure equal access to justice for all, as part of the Sustainable Development Goal (SDG) 16. In this regard it is relevant to mention the 42<sup>nd</sup> Amendment to the Constitution of India which incorporated Article 39A making it incumbent on the State to provide legal assistance to those who cannot afford it. Article 39A, which provides for equal justice and free legal aid, states:

*“The State shall secure that the operation of the legal system promotes justice, on a basis of equal opportunity, and shall, in particular, provide free legal aid, by suitable legislation or scheme or in any other way, to ensure that opportunities for securing justice are not denied to any citizen by reason of economic or other disabilities”.*

2. In the last one decade, Department of Justice (DoJ), Ministry of Law and Justice has undertaken various contextualized initiatives/projects to increase accessibility to legal services and to enhance the legal literacy and empowerment of the needy people in phased manner.

3. In the beginning, DoJ partnered with UNDP on a project titled ‘Access to Justice for Marginalized People’, in two phases: Phase I: May 2009 - December 2012 and Phase II: January 2013 - December 2017. Under both these phase, the programme focused on improving institutional capacities of key justice service providers enabling them to effectively serve the poor and disadvantaged particularly women, scheduled castes and scheduled tribes to address the barriers they face in social, economic and political domains. On the other hand, it focused on directly empowering the poor and the disadvantaged men and women to seek and demand justice services. To have a more meaningful and holistic impact, DoJ partnered with national, state and local justice institutions including the judiciary, legal services authorities at the state and district level developing legal and representational capacities of the Civil Society Organizations (CSO) and their networks working at the local level to improve access to justice for vulnerable groups. Major focus was on developing an affordable and replicable model of legal aid and empowerment that could be scaled up using government resources.

4. Based on the success and learning of the DoJ - UNDP A2J project, DoJ initiated implementation of A2J project in Jammu and Kashmir and the North Eastern States (hereinafter NEJK) in 2012. Aiming to address legal needs of the marginalized and support justice delivery and legal service institutions, DoJ successfully implemented 38 projects through innovative models and practices including partnership with State Legal Service Authorities, State Institute of Rural Developments, Government Departments, CSOs, Academic Institutions etc. This approach has enabled DoJ in narrowing down the gap between formal and traditional justice delivery system. Subsequently in 2017, DoJ launched three key legal aid and empowerment



programmes under Access to Justice which included Tele-Law (main streaming legal aid at grassroots through technology), Nyaya Bandhu promoting pro bono legal service and Nyaya Mitra facilitating reduction of pendency of 10 year +old cases.

5. All these programmes have made headway in achieving the intended results. Subsequently, an evaluation study was conducted in 2020 through National Council of Applied Economic Research (NCAER) that recommended for scaling up these programmes at all India level. This resulted in designing a comprehensive, holistic, integrated and systemic solution on access to justice scheme titled “Designing Innovative Solutions for Holistic Access to Justice” (DISHA). This scheme not only supplements and complements the mandate given under the Constitutional provisions, but also abides by the statutory requirement of Legal Services Authority Act, 1987 giving impetus to the implementation of SDG-16 in order to ensure Access to Justice for All in the country.

6. DISHA has the following objectives- :

- i. To strengthen pre-litigation mechanism through **Tele-Law: Reaching the Unreached;**
- ii. To develop an effective dispensation of pro bono legal services through its **Nyaya Bandhu programme;**
- iii. To facilitate disposal of pending cases in the courts through its cadre of retired Judges called **Nyaya Mitra;**
- iv. To empower citizens through its pan India **Legal Literacy and Legal Awareness programme.**

## 7. Tele-Law Programme

- i. Launched in 2017, the Tele-Law Programme is a significant initiative aimed at digitally empowering marginalized citizens and improving access to legal services. The Programme was designed to bridge the gap between legal professionals and rural populations by providing legal advice through video conferencing and telephone services at Common Service Centers (CSCs) located in Gram Panchayats across rural India.
- ii. Initially launched as a pilot in select North-Eastern states and Union Territories, including Jammu and Kashmir and Ladakh, the Programme expanded significantly in December 2019 to cover Uttar Pradesh and Bihar, adding 1,000 additional CSCs. A key milestone was achieved in September 2019 with the launch of the Aspirational Districts Project, which extended the Programme’s reach to 28,060 CSCs across 115 Aspirational Districts. By 2021, Tele-Law had reached 50,000 Gram Panchayats across 28 states and 6 Union Territories, responding to the growing demand for legal services in rural areas.
- iii. By 2022, the Programme achieved another major milestone with 1,00,000 CSCs covered. By April 2023, Tele-Law had extended to 2,50,000 CSCs across 2,50,000 Gram Panchayats in 783 districts, delivering over 50 lakh legal advices to citizens. This

success affirmed the Programme's critical role in providing accessible legal aid in rural India.

- iv. Building on its success, the Department of Justice launched Tele-Law 2.0 in August 2023, integrating Tele-Law services with Nyaya Bandhu pro bono legal services to further enhance accessibility. In 2024, the launch of Tele-Facilitation Centres and the Nyaya Sahayak initiative, which deployed 500 Nyaya Sahayaks in 500 Aspirational Blocks, marked another important phase in the Programme's evolution. This expansion ensured legal assistance was available to citizens through a dedicated toll-free number (14454), reaching even more underserved areas.

### **Objectives of Tele-Law programme**

- i. Facilitation of delivery of pre-litigation advice through panel of lawyers connecting with citizens through video conferences/telephone facilities available at Common service centers in Gram Panchayat or via Tele-Law mobile application or through toll-free number (14454).
- ii. Create legal awareness among vulnerable groups about their rights and entitlements.
- iii. Address and resolve legal concerns at the earliest stages to prevent escalation into disputes or litigation.
- iv. Reduce the gap in access to legal services between urban and rural areas by offering standardized services.

As on 31<sup>st</sup> December 2024, pre litigation advice has been provided to 1,04,92,575 beneficiaries across 36 States/UTs.

For more details, please visit [www.tele-law.in](http://www.tele-law.in)

### **8. Nyaya Bandhu (Pro Bono Legal Services) programme**

With the aim to embed the culture of pro bono in the country and to develop an all-India dispensation framework for delivery of pro bono legal services, the Department of Justice (hereinafter referred as "DoJ") has launched a series of innovative solutions for creating an ecosystem for pro bono legal services in the country. These include leveraging technology by web and mobile based application (available on Android, iOS and UMANG platforms) which allow lawyers to directly register and offer pro bono services to underprivileged litigants, constitution of panel of pro bono advocates in High Courts across India to strengthen the Nyaya Bandhu network and introduction of Pro Bono Club Schemes (PBCs) in various law schools to ignite the young legal minds.

## Objectives of Nyaya Bandhu (Pro Bono Legal Service) programme

- i. Improve access to justice by mobilizing legal professionals to provide quality pro bono services, ensuring that legal support is extended to individuals and communities in need, regardless of their financial means.
- ii. Promote a culture of public service among legal practitioners, emphasizing their societal responsibility to contribute to the broader mission of serving the public interest.
- iii. Establish robust collaborative networks, encouraging partnerships between government departments, legal aid organizations, lawyers, civil society organizations, technology partners, think tanks, and other stakeholders.

As on 31<sup>st</sup> December, **8706 advocates** have registered across 24 Bar Councils and representation from District Courts also. In addition to this, to translate the transformative effect of Pro Bono work among young minds, DoJ has also initiated its Pro Bono Club Scheme to rope in the various law colleges in the country. **109 Law** schools have initiated the Pro Bono Club Scheme till date. Pro Bono Panels are created in **23** High Courts.

For more details, please visit [www.probono-doj.in](http://www.probono-doj.in)

## 9. Legal Literacy and Legal Awareness Programme

The Legal Literacy and Legal Awareness Programme (LLLAP) aims to empower marginalized groups by enhancing their legal literacy and awareness. The Programme focuses on building partnerships across ministries, institutions, and schools, while also strengthening the capacity of grassroots workers and volunteers to disseminate legal knowledge at the community level. It leverages technology to promote digital legal literacy and includes ongoing evaluations of its impact. Since its inception, LLLAP has reached over 84 lakh beneficiaries through both physical and virtual awareness initiatives, including 20 national-level webinars on socio-legal issues that attracted more than 4.8 lakh participants. The Programme has also collaborated with the Ministry of Panchayati Raj to produce short films for community-level awareness and organized two national Legal Aid Competitions involving 97 law colleges, enhancing the scope of legal aid clinics. Additionally, it has built the capacity of over 3,739 Self Help Group members and developed more than 300 Information, Education, and Communication (IEC) materials to further promote legal literacy. Through these efforts, LLLAP continues to foster legal empowerment and ensure that marginalized communities are better equipped to access their legal rights.

## Objectives of Legal Literacy and Legal Awareness programme

- i. LLLAP program envisages all India expansion of legal literacy and its awareness amongst the needy and marginalized in order to empower the citizens of the country.
- ii. Enhancing the spread of legal literacy to the grass root levels to ensure informed citizenry.
- iii. To develop capacities of frontline functionaries, so that they can transfer their knowledge at the community level.
- iv. Forging partnerships across Ministries/ Departments, Institutions, Schools etc to promote pan India legal literacy and legal awareness framework in the country.

For more details, please visit <https://doj.gov.in/legal-literacy-legal-awareness>

### 10. Hamara Samvidhan Hamara Samman Campaign

- i. On January 24, 2024, the Department of Justice launched a year-long pan-India campaign, "Hamara Samvidhan Hamara Samman," to celebrate the 75th year of India as a Republic. Inaugurated by the Hon'ble Vice-President of India, the campaign aims to deepen citizens' understanding of the Constitution, raise awareness about the Panch Pran principles, and educate the public on their rights, duties, and available legal services. A sub-theme, "Nav Bharat – Nav Sankalp," encouraged citizen engagement through activities on the MyGov platform, including Panch Pran Pledge Reading, Poster-Making (Pran Rangotsav), and Reel-Making (Panch Pran Anubhav) competitions. So far, three regional events were held, one at Bikaner, Rajasthan on 09-03-2024, second at Prayagraj, Uttar Pradesh on July 16, 2024 and the third regional event took place in Guwahati, Assam on 19<sup>th</sup> November, 2024. As of December 31<sup>th</sup>, 2024, 1,30,621 citizens have participated in taking the Panch Pran Pledge, reflecting widespread public involvement in the initiative.
- ii. Furthermore, Doordarshan, in collaboration with DoJ under the DISHA Scheme, has developed 56 TV programs addressing various legal awareness issues. These programmes focus on the empowerment of senior citizens, persons with disabilities, women, children, and transgender individuals. As of December 2024, 54 episodes have been broadcast across 11 national and regional Doordarshan channels under the sub-theme "Vidhi Jagriti Abhiyaan," which is part of the ongoing pan-India "Hamara Samvidhan Hamara Samman" campaign, reaching an audience of **70 lakh**

## **Roles and Responsibilities of Key Personnel**

### **i. Team Leader:**

- a) He/she will lead, co-ordinate and supervise the central and field team for survey and questionnaire design and act as a focal point to the DoJ throughout the duration of the project.
- b) Provide overall leadership and strategic direction for the evaluation process.
- c) Accountable leadership providing supervision and guidance, problem solving support and leading discussions with senior stakeholders.
- d) Project management of the project as per agreed activities, timelines and deliverables.
- e) Supervise framing of all activities as per the deliverables and milestones, and ensuring such deliverables and milestones are satisfactorily delivered/met.
- f) Communication related activities working with the client project team and stakeholders and act as the primary liaison with the DoJ and DISHA Scheme officials.
- g) Sending periodic updates and highlighting challenges in project execution.
- h) Develop and oversee the implementation of the evaluation framework and methodology.
- i) Ensure adherence to the Terms of Reference and timelines.
- j) Lead the preparation and presentation of reports to DoJ.

### **ii. Research/ Monitoring and Evaluation (M&E) Expert**

- a) He/she will be responsible for:
  - i. Designing data collection tools, sampling frameworks, and evaluation methodologies.
  - ii. Designing of quantitative/qualitative tools like discussion guides for focus group discussions, agenda for in-depth interviews and household level survey questionnaires etc.
    - Sampling framework.
    - Training materials.
    - Data management.

- Implementation of the survey.
  - Conduct qualitative and quantitative data analysis to assess program outcomes and impact.
  - Develop comprehensive reports, highlighting key findings and actionable recommendations.
- b) He/she will define the detailed work plan, and manage the performance of central and field team against the work plan and will supervise data scrutiny and ensure high data quality standards.

### **iii. Senior Data Analyst**

- a) The Senior Data Analyst will provide support in developing the data collection tools and survey design and sampling plan.
- b) He/she will be responsible for developing the data analysis plan and shall provide support in development of training material.
- c) He/she will ensure timely data upload, resolve data gaps, maintain accuracy and relevance of data used for the project.
- d) He/she will analyse and shape the data to develop logical and conceptual data flow in support of the project.
- e) He/she will provide insights and inputs on primary data, ensure data quality checks are taken up at regular intervals.
- f) He/she will ensure the quality of the primary data collected and utilize statistical tools, along with the latest analytical and data visualization platforms such as R, Python, Power BI, or Tableau, for both qualitative and quantitative data analysis.
- g) He/she will develop dashboards and reports to track program efficiency and effectiveness
- h) He/she will also be responsible for providing database support, standardization etc., Reviewing and assessing application of IT for project implementation, M&E, etc., Ensuring IT-based primary data collection, surveys, etc. and providing analysis, insights and inputs from the survey.

#### **iv. Field Manager**

- a) The Field Manager shall help design and refine qualitative and quantitative primary data collection tools like discussion guides for focus group discussions, agenda for in-depth interviews and household-level survey questionnaires.
- b) He/she will coordinate and supervise field operations, including data collection and logistics.
- c) He/she will organize and oversee the data collection and use of qualitative and quantitative survey techniques.
- d) He/she will train and guide Enumerators/Investigators to ensure high-quality data collection.
- e) He/she will monitor field activities to ensure compliance with evaluation protocols.
- c) He/she will support documentation; and assist in various aspects of survey design, such as the sampling plan and field protocols.
- d) He/she will train survey teams on proper sampling and interviewing techniques; and provide as needed technical assistance; and provide quality control and technical support.
- e) He/she will finalize contractual and logistical arrangements with local survey institution (s), if any.
- f) He/she shall ensure the households, establishments, facilities and other survey respondents are selected properly and represent the sample.
- g) He/she will assist Research/M&E Expert in drafting of work plan, thereby providing requisite inputs for field survey schedule.
- h) He/she will also conduct Key Informant Interviews (KII) at national/international level.
- i) He/she will not indulge either in unethical or malpractices or use field visits for personal gain/advantages during data collection.
- j) He/she will address on-ground challenges and ensure smooth execution of surveys and interviews.

**v. Supervisor/Coordinator**

- a) The supervisor will supervise, monitor, and coordinate the day to-day operations and work of field team responsible for the survey.
- b) He/she will review and validate collected data for accuracy and completeness
- a) He/she will also conduct KIIs at State/ District level.
- b) He/she will report the day-to-day operations of the field team responsible for the survey to the Field Manager/Central evaluation team of the survey.
- c) He/she will conduct quality checks of conducted surveys, field inspections and compile the recorded surveys in the district and reports to the central team.
- d) He/she will prepare daily progress reports for submission to the Field Manager
- e) He/she will ensure that the data is uploaded at the backend post collection and is available to the Authority in real time.
- f) He/she will not indulge either in unethical or mal practices or use field visits for personal gain/advantages during data collection.

**vi. Investigator/Enumerator**

- a) She/he will be responsible for collecting the data.
- b) She/he will conduct interviews, surveys, and focus group discussions with stakeholders and beneficiaries.
- c) She/he will accurately record responses and observations using data collection tools.
- d) She/he will ensure ethical practices during interactions and maintain respondent confidentiality.
- e) The field investigator shall coordinate with the respondents of households / facilities / establishments and collect the requisite data, in accordance with instructions and guidelines outlined in the project.
- f) He/she will ensure data is collected from the eligible respondents and is in the required format.
- g) He/she will compile the data collected and report the same to the supervisor.



- h) He/she will help identify and resolve inconsistencies in interviewees' responses by means of appropriate questioning and/or explanation.
- i) He/she will ensure data collection as per the specified time schedule.
- j) He/she shall identify and report to supervisors, problems in obtaining valid data.
- k) He/she will report daily to supervisors and address any issues encountered during data collection
- l) He/she will assist field supervisor on any other tasks assigned by the supervisor.
- m) He/she will not indulge either in unethical or mal practices or use field visits for personal gain/advantages during data collection.

**CV of Key Personnel (s)****A) Details of Key Personnel:**

S. No.	Particulars	Details to be furnished
1	Designation of the Key Personnel	
2	Name of the Key Personnel	
3	Contact Information: <ul style="list-style-type: none"> <li>• Phone:</li> <li>• Email Id:</li> </ul>	
3	Date of Birth	
4	Nationality	
5	Educational Qualification <ul style="list-style-type: none"> <li>• Degree(s) (e.g., Master's, Bachelor's) with Specialization</li> <li>• University/Institution Name</li> <li>• Year of Passing</li> </ul>	

**Certifications (if applicable)**

- i. Relevant certifications (e.g., M&E tools, data analytics software, project management)
- ii. Issuing authority and validity (if applicable)

**B) Employment Record/ Overall Professional Experience**

(Starting with present position, list in reverse order every employment held):

S. No.	Name of Institution	Designation	Duration (Start and End Date)	Responsibilities/Key Contributions
1				
2				

**C) Details of Relevant Experience:**

Sl. No.	Name of Institution	Designation	Years of experience	Work Description (100 word)
1				
2				

**Technical Skills (if applicable)**

- i. Tools/Software: Proficiency in software or tools relevant to the role (e.g., SPSS, R, Tableau, Python, Power BI)
- ii. Research Skills: Familiarity with qualitative and quantitative methodologies
- iii. Other Competencies: Project management tools, statistical modelling, GIS mapping, etc.

**Certification:**

- i. I am willing to work on the project and I will be available for entire duration of the Project assignment as required.
- ii. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

Place.....

Date.....

(Signature and name of the Key Personnel)

**FINANCIAL BID FORMAT**

To: Sh. Narendra Kumar, Under Secretary (A2J),  
 Jaisalmer House, Department of Justice,  
 Ministry of Law and Justice, 26- Mansingh Road,  
 New Delhi-110011.

**Subject: “Financial Bid” for conduct of the evaluation of DISHA Scheme.**

Sir,

With reference to the Gem e tender numbered \_\_\_\_\_ issued by DoJ and the Technical Bid submitted for the said tender, we hereby submit our Financial Bid, which is as under:

<b>Total cost of study (Lump sum amount for all the schemes covered under the scope of this study)</b>	<b>Rs. ( in figures)</b>	
	<b>Rs. (in words)</b>	

<b>THE BREAKUP OF THE LUM SUM COST</b>		
<b>S.No.</b>	<b>Particulars</b>	<b>Total Cost (in Rs.)</b>
A.	<b>Honorarium of key professionals for contract period</b>	
	i. Team Leader	
	ii. Research and Monitoring Expert	
	iii. Senior Data Analyst	
	iv. Field Manager	
	v. Supervisor	
	vi. Investigator	
B.	<b>Expenses on undertaking field visits in the identified locations of the programs.</b>	
C.	<b>Documentation and Report Preparation (Lump sum)</b>	
D.	<b>Miscellaneous Expenses related to Assignment such as office expenses, training, data entry, data analysis etc.</b>	
E.	Any other Cost	
F.	Service charge, GST @18%, any other Tax	
<b>GRAND TOTAL (A+B+C+D+E+F)</b>		

Yours sincerely,

Signature/Digital Signature/Stamp

( \_\_\_\_\_ )

(Full Name, designation, address, mobile no.  
 Office tele No. and email of the competent authorized person  
 Submitting the NIT)

Date:

**CHECKLIST OF ELIGIBILITY FOR OPENING TECHNICAL BID**

<b>S. No.</b>	<b>Particulars</b>	<b>Attachment (Y/N)</b>
1	Certificate of Incorporation/Registration/MoU as applicable (Having minimum 3 years of operational experience)	
2	Copy of PAN and TAN card and GST Registration	
3	Audited Financial Statements with a minimum annual turnover of Rs. 2 Crores for conducting surveys and related activities during the last five financial years (2020-21 to 2024-25).	
4	For proof of experience of conducting large scale survey in Law and Justice Sector/Citizen Centric Sector. Copy of the work order/Contract/Agreement and Certificate of Completion.	
5	Complete address of the field office along with the contact details should be furnished.	
6	CV of Key Personnel [format given in <b>Annexure- III</b> ]	
7	EMD [format given in <b>Annexure - VI</b> ]	
8	Declaration for not blacklisted [format given in <b>Annexure - VIII</b> ]	

Signature

(\_\_\_\_\_)

(Full Name, designation, address, mobile no.  
Office Tele No. and email of the competent authorized person  
Submitting the NIT)

**FORMAT OF BID SECURITY (EMD)**

**To:**

**Sh. Narendra Kumar,  
Under Secretary (A2J),  
Jaisalmer House,  
Department of Justice,  
Ministry of Law and Justice,  
26- Mansingh Road,  
New Delhi-110011.**

**Reference: Gem Bid No. \_\_\_\_\_ dated \_\_\_\_\_ for  
evaluation of DISHA Scheme.**

I/We,..... irrevocably declare as under:

I/We understand that, as per EMD Clause of Tender document, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of Two years from the date of disqualification as may be notified by you ( without prejudice to DoJ's rights to claim damages or any other legal recourse) if,

- i. I am/We are in a breach of any of the obligations under the bid conditions,
- ii. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- iii. On acceptance of our bid by DoJ, I/We failed to deposit the prescribed ePBG or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature

(\_\_\_\_\_)

(Full Name, designation, address, mobile no.

Office Tele No. and email of the competent authorized person  
Submitting the NIT)

**FORMAT FOR e PERFORMANCE BANK GUARANTEE (ePBG)**

From

Bank: .....

**To: Sh. Narendra Kumar, Under Secretary (A2J),  
Jaisalmer House, Department of Justice,  
Ministry of Law and Justice, 26- Mansingh Road,  
New Delhi-110011.**

Bank Guarantee No.....Dated .....

Bank Guarantee Amount.....

Dear Sir,

1. Whereas, the DoJ has entered into a Contract No.\_\_\_\_\_ dated\_\_\_\_\_ (hereinafter referred to as the “said Contract”) with M/s\_\_\_\_\_ (hereinafter referred to as the “BIDDER”) for rendering Services as defined in the said Contract and whereas the BIDDER has undertaken to produce a bank guarantee for 5% of total contract value amounting to \_\_\_\_\_ (amount of the guarantee in figures and words) to secure its obligations to the DoJ in accordance with the said Contract.

2. We \_\_\_\_\_ (the Bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on behalf of the BIDDER that, we will pay you on your demand declaring the BIDDER to be in default under the said Contract, without demur or contest, all and any sum up to a maximum of Rupees \_\_\_\_\_ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.

3. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the BIDDER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the BIDDER, indulgence to the BIDDER by you or by any alterations in the obligation of the BIDDER or by any forbearance whether as to payment, time, performance or otherwise.

5. In no case shall the amount of this guarantee be increased.

6. This guarantee shall remain in full force and effect until 120 days beyond the warranty period as specified in the contract i.e. up to \_\_\_\_\_ (expiry date) *[or until the DoJ has signed the Final Acceptance Certificate (FAC) and has received the contractually agreed Warranty Bond as per the said Contract]*. In case of delay in fulfillment of obligations by the BIDDER, the expiry date shall be extended by us as per intimation from the BIDDER.

7. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the BIDDER.

9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DoJ in writing.

Yours faithfully,

For \_\_\_\_\_ Bank  
(Authorised Signatory)

Place: \_\_\_\_\_  
Date: \_\_\_\_\_  
Seal of the Bank



**DECLARATION FOR NOT BLACKLISTED**

**To: Sh. Narendra Kumar,  
Under Secretary (A2J),  
Jaisalmer House,  
Department of Justice,  
Ministry of Law and Justice,  
26- Mansingh Road,  
New Delhi-110011.**

**Reference: Gem Bid No. \_\_\_\_\_ dated \_\_\_\_\_ for  
Evaluation of DISHA Scheme.**

I / We ..... hereby confirm that our firm has not been banned  
or blacklisted by any Government (Central/State)/ PSU / Autonomous bodies/Statutory in India  
for corrupt, fraudulent or any other unethical business practices or any other reason.

**Signature of Bidder**

**Name: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Designation \_\_\_\_\_**

**Seal**

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	03-06-2025 11:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	03-06-2025 11:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Law And Justice
<b>Department Name/विभाग का नाम</b>	Department Of Justice
<b>Organisation Name/संगठन का नाम</b>	N/a
<b>Office Name/कार्यालय का नाम</b>	Department Of Justice, 26, Mansingh Road
<b>क्रेता ईमेल/Buyer Email</b>	sanjeev.sheoran@gov.in
<b>Item Category/मद केटेगरी</b>	Survey or Market Research Services/ Program evaluation or assessment survey services/Feedback Survey - Social inclusion, law& order, justice delivery; Quantitative & Qualitative
<b>Contract Period/अनुबंध अवधि</b>	6 Month(s) 3 Day(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	200 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	5 Year (s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	180000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	10

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Section Officer (Cash)  
Department Of Justice, 26, Mansingh Road, Department of Justice, N/A, Ministry of Law and Justice  
(Ddo)

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन

Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

**Scope of Work:**[1746441735.pdf](#)

**Payment Terms:**[1746441860.pdf](#)

**Format to be uploaded by buyer for the breakup of components on cost/price offered by Service Provider in the Bid:**[1746441945.pdf](#)

**This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-**

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Past Experience	50	20	<a href="#">View File</a>
Financial Strength of the Bidder	25	10	<a href="#">View File</a>
Experience of Key Personnel	25	10	<a href="#">View File</a>

**Total Minimum Qualifying Marks for Technical Score: 40**

**QCBS Weightage(Technical:Financial):70:30**

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
20-05-2025 12:00:00	Conference Hall, Department of Justice, Jaisalmer House, 26 Man Singh Road, New Delhi-110011

**Survey Or Market Research Services/ Program Evaluation Or Assessment Survey Services/Feedback Survey - Social Inclusion, Law& Order, Justice Delivery; Quantitative & Qualitative ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Survey domain	Social inclusion, law& order, justice delivery
Type of survey	Quantitative & Qualitative
Scope of work	Pre Survey Work and Data Collection
Activities under pre survey work	Questionnaire preparation , Sampling strategy/sampling plan , Secondary research/desk review , Pilot survey , Field Manuals/Guides , Project plan
Geographic Coverage	Pan-India
Mode of data collection	Email based , Field visit/in-person & app-based questionnaire administration , Field visit/in-person & OMR-based questionnaire administration , Focussed Group Discussions -In Person , Focussed Group Discussions -Virtual , In-depth interviews-In Person , In-depth interviews-Virtual , Participant/non-participant observations , Participatory Rural Appraisal methods , Semi-structured/structured in-person interview schedule , Telephonic interviews , Web based
Sub-activities required under Data collection	Device for data collection , Recording of FGDs/interviews , Technology tools/software for data collection , Training of enumerators/investigators , Transcripts of FGDs/in-depth interviews
Unit of survey	Groups/organization – head of organization/single representative , Groups/organization – multiple representatives , Individual level
Technical manpower required to be deployed on the project	Field Supervisor , IT expert , Monitoring & Evaluation Expert , Program Manager /Team Leader , Research Analyst , State coordinator , Statistician , Subject matter expert
Minimum number of enumerators required	As per requirement
Qualification of field enumerators	12th pass or equivalent with at least 2 years of experience in data collection in field surveys and community engagement preferably in Government or social sector project fields
Other Support Activities Required	Data Analysis , Hard copies of deliverables , AV module or any other multimedia content from field , Report writing , Transcription/translation work
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Provide number and other details of sample size for quantitative survey	As per requirement
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 requirement

Specification	Values
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 requirement

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity set to 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Sanjay Kumar	110011,Department of Justice, 26, Mansingh Road, Jaisalmer House, New Delhi-110011	1	N/A

#### Buyer Added Bid Specific Terms and Conditions/क्रता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 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. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

##### 3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

##### 4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

DDO, Department of Justice  
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of

PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

**5. Buyer Added Bid Specific Scope Of Work(SOW)**

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

**6. Buyer Added Bid Specific SLA**

Text Clause(s)

**Past Project Experience as per NIT.**

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**