

Request for Proposal (RFP) for Selection of Agency for Developing and Executing a 360-Degree Communication Campaign

Reference ID – N-22012/15/2021-NeGD

National e-Governance Division (NeGD)

Ministry of Electronics & Information Technology

Electronics Niketan, New Delhi

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1 Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to the Bidder(s) or applicants whether verbally or in documentary form, by or on behalf of **NeGD**, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions, subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor an invitation to offer by NeGD. This RFP is to invite proposals from applicants **(DAVP Empanelled Agencies only in Category 'A'- refer http://davp.nic.in/writereaddata/announce/MMCA_updated_list_11_October_2019.pdf)** who are qualified to submit the bids ("Bidders"). The purpose of this RFP is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids).

The information contained in this RFP document is selective and is subject to update, expansion, revision and amendment. NeGD reserves the right of discretion to change, modify, add or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed on the website of NeGD. Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by NeGD.

NeGD reserves the right to reject any or all the Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of NeGD shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

2 Bid Details

Purchaser	NeGD
Address	Director (A&C), NeGD Electronics Niketan 6, CGO Complex, Lodhi Road, New Delhi – 110003
Website	www.NeGD.gov.in

2.1 Process of Selection

The process of selection of successful Bidder would be as follows:

- a. Issue of RFP to DAVP Empanelled Agencies in Category ‘A’
- b. Pre Bid Meeting/ Clarification /Corrigendum (if any)
- c. Submission of Bids
 - a. Opening of Technical Bids
- d. Technical Bid Evaluation
- e. Presentations of the Bidders & interviews of select resources meeting eligibility criteria with Evaluation Committee -Technical Score
 - b. Opening of financial bids of the Bidders that are technically qualified (Technically qualified Bidders will be ones that have scored above the predefined threshold of seventy percent.
- f. Award of contract to the most responsive Bid based on QCBS method (Quality and Cost Based Selection) combining score of the Bidder giving weightage of **70:30** for technical and financial scores respectively.

2.2 Activities

Activities	Date & Time
Date of Issuance of RFP	18.11.2021
Submission of pre-bid written queries (e-mail only) dic-negd.tenders@digitalindia.gov.in	25.11.2021 at 0900 hrs
Pre-Bid Conference/Meeting (Online) – The meeting link will be published at www.NeGD.gov.in & CPP Portal www.eprocure.gov.in	25.11.2021 at 1100 hrs
Publication of pre-bid clarifications and issue of Corrigendum/Addendum (if any) To be published at www.NeGD.gov.in & CPP Portal – www.eprocure.gov.in	29.11.2021
Last Date for submission of bids (Online mode only at CPP Portal- www.eprocure.gov.in)	09.12.2021 at 0900 hrs
Opening of Technical Bids. The meeting link will be published at www.negd.gov.in	10.12.2021 at 1100 hrs
Technical Presentation & interviews of resources (Online)	Will be intimated to the shortlisted bidders
Opening of Financial bids (Online)	Will be intimated to the shortlisted bidders

e. Note:

- i. NeGD reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on NeGD's website.
- ii. This bid document is not transferable.
- iii. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

2.3 RFP Validity period

- a. RFP responses will remain valid and open for evaluation according to their terms for a period of at least **180 days** from the last date of submission of bids.
- b. NeGD shall also have the right at its sole and absolute discretion to continue the assignment/contract with the successful Bidder/s for future requirements on the rates finalized in this processing for various items/activities as described in the financial bid, or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, NeGD may solicit the Bidders' consent to an extension period of validity.

2.4 Communication on the RFP

- a. Recipients are required to direct all communication for any clarification related to this RFP, to the RFP Coordinator mentioned below:

Director (A&C), NeGD
Electronics Niketan, 6, CGO Complex Lodhi Road, New Delhi –
110003
Email ID: dic-negd.tenders@digitalindia.gov.in

- b. All queries relating to the RFP, technical or otherwise, must be submitted by email only and will be entertained by NeGD only in respect of the queries received up to the date and time specified in the section Bid Details (**Section 2.2**). NeGD will respond to the queries in the pre-bid meeting. Post pre-bid meeting, the clarifications/ corrigendum(s)/ Addendum(s) will be published at NeGD & CPP Portals in the relevant sections.
- c. NeGD may, in its absolute discretion, seek but shall be under no obligation to seek, additional information or material from any Bidders after the closure of RFP and all such information and material provided will be taken to form part of that Bidders response.

2.5 Bid Security/EMD

NIL. No Bid Security required.

2.6 Performance Bank Guarantee

- a. The selected Bidder has to provide an unconditional and irrevocable Performance Bank Guarantee of **Three Percent (3%) of the Total Contract Value** from a Scheduled Commercial Bank in India towards due performance of the contract in accordance with the specifications, terms and conditions of RFP document, **within 15 days of intimation from NeGD. The Performance Guarantee shall be kept valid up to 60 days, beyond the contract period.** If the Bidder fails to furnish Performance Bank Guarantee within 15 days from the date of selection by NeGD for any reason whatsoever, the Bidder may be penalized with suspension from participation in future procurement processes for a period of up to one year. The cost of Performance Guarantee would have to be borne by the successful Bidder. In case, the contract is extended for any reason, the PBG need to be extended accordingly by the selected Bidder.
- b. The format for Performance Guarantee is provided in **Annexure 10.**

3 Definitions

- a. "NeGD" is an Independent Business Division (IBD) established by MeitY within DIC under Ministry of Electronics and IT, Government of India.
- b. "Bidder/ Applicant/ Consultant" means the entity or firm who is submitting its proposal for providing services to NeGD.
- c. "Affiliates/ Group Companies" means membership firms working under the common brand name and engaged in similar activity of providing consulting services and registered in India.
- d. "Partner" means a partner as defined under Partnership Act, 1932 and also includes a professional sharing profit in a consulting firm/ LLP under the Limited Liability Partnership Act, 2008.
- e. "Proposal/ Bid" means the Eligibility, Technical and the Commercial/Financial Proposal.
- f. "RFP" means this "Request For Proposal" prepared by NeGD for the selection of Bidder.
- g. "Assignment" or "Project" or "Services" or "Job" means the work to be performed by the Bidder pursuant to the contract.
- h. "Terms of Reference (TOR)" means the section included in the RFP (at **Section 6**) which explains the Scope of Work, activities, tasks to be performed by the selected Bidder.
- i. "Contract" or "agreement" means the contract signed by the parties.
- j. "Day" means a calendar day.
- k. "Parties"- Party or Parties means NeGD or Bidder/Selected Bidder/Consultant or both as the case may be.

4 Background

4.1 NeGD

In 2009, National e-Governance Division was created by the Ministry of Electronics & Information Technology as an Independent Business Division under the Digital India Corporation (erstwhile Media Lab Asia). Since 2009, NeGD has been playing a pivotal role in supporting the Ministry of Electronics & Information Technology in Programme Management and implementation of e-Governance Projects and initiatives undertaken by Ministries/ Departments, both at the Central and State levels.

The envisioned roles and responsibilities of NeGD are as follows:

- Providing strategic direction in terms of framing policies and implementation strategy for the Digital India Programme in different domains of e-Governance
- Proactive support to Central and State Governments for Mission Mode Projects and other e-Governance projects
- Acting as a facilitator and catalyst for implementation of Digital India Program by various Ministries and State Governments
- Providing technical assistance to Central Ministries/ State Line Departments in their e-Governance projects either directly or in collaboration with professional consultants
- Undertaking technical appraisal of e-Governance projects for examining issues like overall technology, architecture, framework standards, security policy, service delivery mechanism, sharing of common infrastructure etc.
- Developing generic / model Expression of Interest, Request for Proposal, Standard Contracts, PPP Models and other related documents for various stages and requirements of projects for use by the States
- Ensuring effective citizen engagement and communication with all stakeholders using offline and Social Media channels
- Impact assessment and e-Readiness measurement of e-Governance projects of all States / UTs
- Recruitment, deployment and HR management of specialized resources in the State e-Governance Mission Teams in all States and UTs
- Training and development initiatives, including-
 - Development of competency frameworks, training guidelines, case studies etc.
 - Developing Online and Web based Training and set up Learning Management System
 - Knowledge management and sharing through workshops, development of case studies, sharing best practices and creation of knowledge repositories etc.

For more details about NeGD, please visit www.negd.gov.in

NeGD proposes to appoint a Communication Agency to support a 360-degree communication campaign to effectively communicate with the citizens for specific portals, schemes, services etc., as identified by NeGD. This assignment will primarily be for a portal of eminence where Government seeks to communicate with both national and international audiences about key policy interventions of the Government.

The Communication Agency will identify the possible creative routes, create content – text, graphics and videos and identify strategic platforms and channels.

As part of the campaign, NeGD may also undertake production of Information, Education and Communication (IEC) materials on a regular basis (for mass media and digital), including TVC, radio spots, OpEds, Blogs, short videos, press ads, hoarding designs, brochures, ready reckoners, leaflets, flip books, etc.

The Communication Agency would be appointed for a period of three years, with a provision for extension on a yearly basis after reviewing the Scope of Work, performance and the remuneration.

For more information about NeGD, please visit www.negd.gov.in

5 Invitation

NeGD invites Proposals (the “**Proposals/Bids**”) for appointment of an Agency **for developing and executing a 360-degree communication campaign** as per the Terms of Reference (ToR) given in **Section 6**. The Bidders/Applicants desirous of taking up the project are invited to submit their Proposal/Bid in response to this RFP. The criteria and the actual process of evaluation of the proposals in response to the RFP and subsequent selection of the Successful Bidder will be entirely at NeGD’s discretion. The Bidders/ Applicants should have necessary experience, capability and expertise to perform, as per the Terms of Reference and to adhere to NeGD’s requirements/ terms and conditions outlined in the RFP. The RFP is not an offer by NeGD, but an invitation to receive responses from the potential Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of NeGD with the Successful Bidder.

6 Eligibility Criteria

The proposals/bids are being invited under this RFP from the Agencies **Empanelled with DAVP only in the Category 'A'**- refer http://davp.nic.in/writereaddata/announce/MMCA_updated_list_11_October_2019.pdf. The eligible prospective bidders are:

- M/s Concept Communication Ltd.
- M/s Span Communications
- M/s Percept-H
- M/s Crayons Ad. Pvt. Ltd.
- M/s Wizcraft International Entertainment Pvt. Ltd.
- M/s Ad Factor Advertising
- M/s Grey World Wide (India) Pvt. Ltd.
- M/s Dentsu Aegis Network Marketing Solutions Pvt. Ltd. (Carat Media Services)
- M/s Triton Communications Pvt. Ltd.
- M/s JWT-Hindustan Thompson Associates Pvt. Ltd.
- M/s Goldmine Advertising
- M/s Prachar Communications Pvt. Ltd.
- M/s R K Swamy BBDO Pvt. Ltd.
- M/s Ogilvy & Mather Pvt. Ltd.
- M/s Graphisads
- M/s Disha Communications Private Limited
- M/s McCann-Erickson (India) Private Limited
- M/s Balaji Telefilms Limited
- M/s Laqshya Media Private limited
- M/s Prabhatam Advertising Pvt. Ltd.
- M/s Inter Publicity Pvt. Ltd.
- M/s Mukta Arts Limited
- M/s TLG India Pvt. Ltd.
- M/s Sunjeet Communications Pvt. Ltd.
- M/s Bubna Advertising
- M/s Endemol India Pvt. Ltd.
- M/s Shemaroo Entertainment Ltd.

6.1 Technical Bid/Proposal

- a. Technical proposal will include details of overall approach to the Scope of Work listed in this RFP. The consultancy firm / successful Bidder is expected to work with NeGD to ensure implementation of Scope of Work.
- b. The Technical Bid should be complete in all respects and contain all information required in the document. The Technical Bid shall comply with the format given at **Annexure 6**.

6.2 Financial Bid

- a. The Financial bid will contain the financial quote covering total price/fees/cost of undertaking the assignment inclusive of all components except GST. No upward revision in the price would be considered on any count. Relevant price information and the rates

should be quoted in Indian Rupees only. The format of Financial Bid is given in **Annexure 7**.

- b. The Financial bid made by the firm should take care of the following points:
1. The Financial Bid contradicting the Technical Bid (TB) in any manner will be rejected.
 2. Financial Bid containing conditional offers will be summarily rejected.
 3. In case of discrepancy in words and figures, the price quoted in words will be taken as final.
 4. There should not be any hidden costs for the items quoted.
 5. NeGD is not responsible for the arithmetical accuracy of the bid. The consultants / Bidders will have to ensure all calculations are accurate.
 6. NeGD at any point in time, for reasons whatsoever, is not responsible for any Assumptions made by the Bidder. NeGD, at a later date, will not accept any plea of the Bidder or changes in the financial offer for any such assumptions.
 7. Any overwriting, erasure, etc. has to be initialed by the Authorized person.
 8. The TDS amount at prevailing rate shall be deducted from the payments to be made to the successful Bidder / Consultant. In lieu of the same, if any, TDS Certificate will be provided by NeGD to the Consultant.
 9. The Bidder shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.

7 Terms of Reference (ToR)

7.1 Duration of the Assignment

The Communication Agency would be appointed for a period of **three years**, with a provision for extension on a yearly basis after reviewing the scope of work, performance and the remuneration. The Bidders are advised to understand the requirement and plan their approach and engagement of resources for the completion of tasks accordingly.

7.2 Scope of Work

7.2.1 Providing annual creative vision and strategy for the contract period.

7.2.2 Designing and production of creatives for collaterals, print, television, radio, online, outdoor, and other media during the contract period as detailed below, on themes/subjects to be decided in consultation with NeGD. The creatives would, at times, be required to be provided at very short notice. The break-up of the work to be undertaken during the three years of the contract period is indicated below:

a. Creation of Content and Production of Creative Material (Per month)

- i. Up to 5-7 OpEds/Blogs (around 800 words) on various topical issues that can be published on websites as also in print
- ii. Up to 50-70 creatives (infographics) for the online media based on research done in various domains
- iii. Up to 25-30 videos for online media. The videos will need to be adapted for all platforms like YouTube, Instagram etc., with proper annotation and tagging for easy search and discovery.
- iv. Up to 10-15 print creatives (print ads, brochures, ready reckoners, leaflets, flip books, standees, posters, etc), these creatives would be adaptable for use in all other media formats. The creatives would be produced with fresh shoot/stock images (with perpetuity).
- v. Up to 10 Television commercials of 60/30/20/10 second duration for promoting various campaigns. The content of the TVCs would be entirely by fresh shoot and the agency will have to submit the final product along with the raw footage.
- vi. Up to 10 radio spots/jingles of 60/30/20/10 second duration, for various campaigns.
- vii. The designed creatives, videos etc., may need to be adapted in up to 22 regional languages. Some content may need to be adapted in all UN languages also.

NOTE: The scope of work defined in this para is only given as reference for calculation of fixed annual fee component.

7.2.3 Designing of advertorials and other IEC materials, including brochures, leaflets, posters, calendars etc., as detailed below. This would also entail supervision of printing of the IEC material by printing Agency identified by NeGD to ensure quality of production. The indicative break-up of the work is indicated below:

a. Designing of IEC Material (Per month)

- i. Up to 10 posters on identified themes, with high quality, printable images
- ii. Up to 3 brochures or booklets of 8-32 pages each, in English and regional languages, with high quality, printable images in each brochure.
- iii. Up to 3 Ready reckoners
- iv. Up to 3 Flip Books / e Books

NOTE: The scope of work defined in this para is only given as reference for calculation of fixed annual fee component.

7.2.4 Production of creative material on the digital platform like re-designing of the existing website, App and social media management with emphasis on Twitter, Facebook, Instagram, LinkedIn and Blog/OpEds.

7.2.5 For providing researched content, profiling beneficiaries of Government, narrating success stories, creating testimonials, and organizing conclaves/forums.

7.2.6 Social Media and Website Design and Maintenance

b. Website Design and Maintenance

- i. Updating and analyzing the designated websites with the latest and relevant information. Deleting or archiving information that is no longer required.

c. Social Media

- i. The Agency shall assist in managing identified social media accounts on various platforms as per requirement.
- ii. Indicative deliverables under various social media activities. Number of posts may go higher depending upon the activities.
 1. Social Media posts (indicative) - 3 posts per day
 2. Videos with annotation and tagging – 3 videos per day
 3. Creating a bank of design templates and cover images that can be used periodically, based on various themes of the posts
 4. 2 campaigns per month on identified themes
 5. 4 Live events per month – Youtube/ Facebook Live / Live Tweeting (additional live events may be required at times)
 6. LinkedIn - 1-2 posts (200 words) per day (additional posts may be required during campaigns).
 7. 10 blog posts per month by influencers/thinkers/stakeholders
- iii. Content development and management of other digital platform such as Webinars, Quora
- iv. Any other relevant digital activities e.g. e-mailers/ brochures, annual report in the form of e-books, PPTs, SlideShare etc.

d. Social Media analytics

- i. Should provide a good industry standard tool for analyzing comments / feedback about the work assigned/ campaigns etc., on various platforms and responding appropriately.

7.3 7.3 Resource Requirements

On selection, the agency would be required to deploy a team of professionals on retainership model at NeGD. Minimum qualification and experiences of resources to assist in the implementation is as under:

	Resource /Role	Nos.	Minimum Qualification & experiences required
1	Project Manager	1 (One)	<ul style="list-style-type: none"> • 10+ Years of professional work experience • Minimum Post graduate qualification in MBA/Journalism/Media/Marketing or Equivalent • 4+ years of experience with preferable Government projects
2	Researchers	4 (Four)	<ul style="list-style-type: none"> • 5+ Years of professional work experience • Minimum Post graduate qualification preferably in Journalism/Media/Marketing or Equivalent • 2+ years of experience with preferable Government projects
3	Content Writers (English & Hindi)	2 (Two)	<ul style="list-style-type: none"> • 5+ Years of professional work experience • Minimum Post graduate qualification preferably in Journalism/Media/Literature or Equivalent • 2+ years of experience with preferable Government projects • Exceptional communication, writing and conceptualization skills
4	Senior Graphic Designer	1 (One)	<ul style="list-style-type: none"> • 5+ Years of professional work experience • Minimum graduate qualification in any discipline with certificate in Multi Media/Graphic Designing/ Editing etc • 2+ years of experience with preferable Government projects
5	Graphic Designer	1 (One)	<ul style="list-style-type: none"> • 3+ Years of professional work experience • Minimum graduate qualification in any discipline with certificate in Multi Media/Graphic Designing/ Editing etc • 1+ years of experience with preferable Government projects
6	Senior Video Editor	1 (One)	<ul style="list-style-type: none"> • 5+ Years of professional work experience • Minimum graduate qualification in any discipline with certificate in Multi Media/ Video creation/Editing etc.

	Resource /Role	Nos.	Minimum Qualification & experiences required
			<ul style="list-style-type: none"> • 2+ years of experience with preferable Government projects
7	Video Editor	1 (One)	<ul style="list-style-type: none"> • 3+ Years of professional work experience • Minimum graduate qualification in any discipline with certificate in Multi Media/ Video creation/Editing etc. • 1+ years of experience with preferable Government projects
8	Senior Website Manager	1 (One)	<ul style="list-style-type: none"> • 7+ Years of professional work experience • Minimum graduate qualification in Computer Science, IT, Systems Engineering or related qualification. • 3+ years of experience with preferable Government projects • Should be on the permanent roles of the Bidder at the time of submission of the Bid
9	Website Manager	1 (One)	<ul style="list-style-type: none"> • 4+ Years of professional work experience • Minimum graduate qualification in Computer Science, IT, Systems Engineering or related qualification. • 1+ years of experience with preferable Government projects
	Total	13	-

The financial proposal will be on retainership model and bidders are required to give a quote (**Refer Annexure 7**) for the resources required as mentioned above.

7.4 Deployment of Resources and Leave

Based on the Covid-19 pandemic guidelines, NeGD resources are working from Office or Home or/and on roster basis as required by the job requirements. The resources deployed under this RFP will be privileged to get leave as per NeGD Policy subject to approval from the Reporting Officer designated under this project. Any unauthorized absence from the duty will impact as deduction in payment as per details given at **sub-section 9.9**. An attendance register will be maintained at NeGD where the resources will need to sign on each working day. When working from home, the working is monitored via digital means.

8 Submission of Bids

8.1 Pre-Bid Clarifications

- a. The Bidders will have to ensure that their queries (if any) are submitted prior to the Pre-Bid meeting.
- b. It may kindly be noted that no bid-query will be received through phone Calls/Fax. All queries must be submitted in writing through e-mail only at the specified e-mail ID.
- c. All the queries should necessarily be submitted in the following format in Excel:

Sr.	RFP Document Reference(s)			Query by bidder
	Page No.	Section No.	Section Name	
1				
n.				

- d. Bidders must adhere to the above template while submitting their queries.
- e. Any requests for clarifications post the indicated date/time may not be entertained.
- f. Designated e-mail ID for submission of queries: email: **<insert email ID>**

8.2 Clarification to Pre-Bid Queries/Issue of Corrigendum

- a. Clarification to the queries received will be published at the NeGD website & CPP Portal as per the timeline specified. However, NeGD makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NeGD undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, NeGD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. After the pre-bid conference/meeting, the Corrigendum (if any) & clarifications will be published at the NeGD website & CPP Portal as per the timeline specified. No individual communication will be made to the queries.
- d. Any corrigendum(s) published/issued shall be deemed to be incorporated into this RFP.
- e. In order to give prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, NeGD may, at its discretion, extend the last date for the submission of Proposals.

8.3 Submission of Proposals

- a. A Two staged bid system will be followed for this RFP with QCBS system i.e. **Quality Cost-Based Selection (QCBS)**. The two bids to be submitted by bidders on CPPP are:

A. Technical BID Annexures

Relevant Annexure(s) are:

- **Annexure 1:** Checklist for Submission of Response to RFP
- **Annexure 6** – Technical Bid including
 - **Annexure 2** - Undertaking regarding agreement of all terms of RFP
 - **Annexure 3** – Format for Relevant Engagements
 - **Annexure 4** – Format for Reference Letter/email from Client
 - **Annexure 5** – Declaration: No Ownership or Control of NeGD Employees (or relatives)
 - **Annexure 8** –Format for CV

B. FINANCIAL BID Annexures

Relevant Annexure(s) are:

- **Annexure 7** – Financial Bid Format
- b. Please note that prices/rate should not be indicated anywhere other than Financial Proposal. If found anywhere before opening of Financial Bid, their proposal shall be rejected.
 - c. All the pages of the proposal 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.
 - d. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting. Each of the pages must be signed by Authorized Signatory.
 - e. The bids are to be submitted electronically on CPPP on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
 - f. The bid response of the Bidder is to be submitted and uploaded on CPP Portal against this RFP.

8.4 Submission of Bids only through CPP Portal

- a. Bids shall be submitted online only at Central Public Procurement (CPP) Portal Website: <http://eprocure.gov.in/> in two parts/folders 'Technical Proposal' (documents in .pdf format) and 'Financial Proposal' (in Exl format). Bids must be submitted as per the scheduled date & time in the RFP.
- b. Manual bids or the bids submitted by telex/ telegram/ fax/ e-mail / by any other digital mode etc., will not be accepted under any circumstances. No correspondence will be entertained on this matter.
- c. The instructions given below are meant to assist the bidders in preparation of their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- d. For more detailed information and hassle free bid submission, please refer to URLs as follows.

- Complete details at CPP Portal: <https://eprocure.gov.in/eprocure/app>
 - Instruction for online submission:
<https://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page>
 - Guidelines for hassle free bid submission:
https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf
 - FAQs:
<https://eprocure.gov.in/eprocure/app?page=FAQFrontEnd&service=page>
- e. NeGD in any case, will not be liable for file corruption/error in format upload. Therefore, it is advised that the Bidder should check cautiously the uploaded files/formats.

8.5 Reference points for submission of Bids

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.
- c. Bidder has to provide 2 covers/folders namely **Technical Bid** and **Financial Bid**.
- d. Bidders not submitting any of the required documents online will be summarily rejected.
- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- j. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used or required for any online / offline bid opening meetings.
- k. Bidders are also advised to go through instructions provided at CPP Portal.

8.6 Instruction for submission of bids

Bids shall be in accordance to the instructions given in the Table below:

Bid Cover/ Folder	Bid Submission
Folder 1 – Technical Proposal	Folder -1 shall be titled, “Technical Proposal” and shall be uploaded (on CPP Portal) as single pdf document and shall be duly signed using DSC. Technical proposal shall cover the documents required against the technical evaluation parameters and the technical presentation. All pages of the document (.pdf) shall be numbered & signed/initialled by the authorized signatory.
Folder 2 – Financial Proposal	Folder -2 shall be titled, “Financial Proposal” and shall be uploaded (on CPP Portal) as single Exl document and shall be duly signed using DSC. It should contain all documents and formats related to financial proposal as mentioned in RFP. Company name (with address & contact details) & logo should be placed on all pages of the Financial Proposal. All pages of the document (.exl) shall be numbered. Financial Proposal or any part thereof should not be kept/ mixed with the Folder -1 Technical Bid in either explicit or implicit form, in which case the bid will be rejected.

Note:

- The RFP and corrigendum thereof should be read in entirety before submitting bids so that bid submission captures all required documents as well as given format.
- Please check the documents and upload them carefully. Any error i.e. file is found to be corrupted, not readable etc., the Bid will be rejected. NeGD in no case will be liable for the same.

8.7 Assistance to Bidders

- a. Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in the RFP at sub-section 2.4 adhering to the timeline specified, refer sub-section 2.2.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal

8.8 Rules for Responding to this RFP

- a. The firms / Bidders should use the formats prescribed in Annexure(s) of this RFP in submission of the RFP Response.
- b. All responses received after the due date/ time as mentioned in the RFP would be considered late and would be liable to be rejected.
- c. Documents not required as part of the Tender should not be provided.
- d. All bid responses would be deemed to be irrevocable offers/ proposals from the consultants / Bidders and may be accepted by NeGD to form part of final contract between NeGD and the selected Consultant/Bidder. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by NeGD.
- e. NeGD reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- f. The Bidder, at no point in time, can excuse themselves from any claims by NeGD whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RFP circulated by NeGD. The Bidder shall be fully responsible for deviations to the terms & conditions etc., as proposed in the RFP.
- g. If related parties (as defined below) submit more than one bid then both/all bids submitted by related parties are liable to be rejected at any stage at NeGD's discretion:
 - Bids submitted by the holding company and its subsidiary.
 - Bids submitted by one or more companies having common director/s.
 - Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners.
 - Bids submitted by one or more companies in the same group of promoters/ management.
 - Any other bid in the sole discretion of NeGD is in the nature of multiple bids.

9 Evaluation of Bids

9.1 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the “Bid Details” for RFP given in the beginning of the RFP –refer sub-section 2.2. During the opening of the bids, the Bidders can depute an authorized representative (only one) to attend the bid opening process (preferably online). No separate information will be given in this regard to the Bidders for deputing their representatives. In case, there is a physical meeting, the representative has to submit an authority letter duly signed by the Bidder, authorizing him / her to represent and attend the Bid opening on behalf of it, if any. The authorized representative present having photo identification, shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the Bidder.

1	Opening of Technical Bid	Refer sub section 2.2 The meeting link will be published at www.NeGD.in & CPP Portal
2	Technical Presentation & interviews	The meeting link will be shared with the Contact person (via email) of the Bidders. The Contact person will need to share the details of resources and members who will join the same
3	Opening of Financial Bid	The meeting link will be shared with the Contact person (via email) of the shortlisted Bidders. The Contact person will need to share the details of members (max 2) who will join the same.

9.2 Preliminary Scrutiny

NeGD will scrutinize the bids received to determine whether they are complete and as per the RFP requirement. The Bidders meeting the criteria will be taken forward to the next stage of evaluation i.e. technical evaluation.

First the Technical Proposal will be checked. If the documents are found to match with the format, the Bidder will be eligible for technical evaluation. All the supporting documents/documentary evidence must be attached as per specifications given at **Annexure 6 and related Annexures**.

9.3 Technical Evaluation

Technical bid submitted will be evaluated by an Evaluation Committee. The Evaluation Committee would undertake also a discussion / presentation with the Bidders on the understanding of the assignment, similar projects undertaken, proposed Approach and Methodology to be adopted, time frame for implementation of activities in NeGD and the proposed team. The technical capabilities and competence of the Bidders should be clearly reflected in the discussion / presentation.

NeGD will inform the date, time and venue (preferably online) of the discussion / presentation to the Bidders.

During the course of the discussion / presentation, NeGD has the right to interview the proposed personnel, to decide whether to deploy him/her in the project or not. NeGD shall reserve the right to seek change in Resource personnel in case any need arises. NeGD reserves the right to review the decision of appointment in the event NeGD is not satisfied with the performance.

Based on the details submitted by the Bidder in the Technical Proposal and the Discussion / Presentation with the Evaluation Committee at NeGD, the Technical Evaluation of the eligible Bidders will be carried out as furnished below:

	Parameters	Maximum Marks	Scoring Criteria		
1	Bidder's Experience- Similar Projects completed <u>Refer Technical Bid Annexure 6, Annexure 3 & Annexure 4</u>	30 marks	Creative	Upto 12 marks	2 marks for each project
			Digital Media	Upto 10 marks	2 marks for each project
			Web Portals	Upto 8 marks	2 marks for each project
2	Experience of Resources & Interview Project Manager (1) Researchers (4) Content Writers (2) Senior Graphic Designer /Graphic Designer (2) Senior Video Editor/ Video Editor (2) Senior Website Manager/ Website Manager (2) <u>Refer Technical Bid Annexure 6, Annexure 8</u>	30 Marks	Max 1 mark to each CV <ul style="list-style-type: none"> • Qualification- maximum 0.5 marks • Experience – maximum 0.5 marks Max 17 marks for interview of 3 resources <ul style="list-style-type: none"> • Maximum 8 marks for Project Manager • Maximum 4.5 marks for each additional interview i.e. 2 resources (confirmation of these resources for interview will be based on screening of CVs). However, NeGD may take interview of others also 		

	Parameters	Maximum Marks	Scoring Criteria
3	Approach & Methodology <u>Refer Technical Bid Annexure 6</u>	10 Marks	<i>Proposed brand vision & methodology; operation plan, timelines; Awards, Risks and mitigation measure etc.</i>
4	Presentation and approach of the Key Team Members	30 Marks	Presentation on <i>Understanding, Proposed Approach & Methodology; operation plan with timelines; Risks and mitigation measure and Team Structure etc</i>
GRAND TOTAL		100	Minimum of 70 marks is required to qualify for further evaluation (i.e. to be a part of Financial Bid Opening)

NOTE: Bidders will be required to share the copy of presentation in advance with the designated contact.

Bidders who will score at least 70 percent in technical evaluation criteria will be considered as technically qualified. NeGD, at its sole discretion, may also choose to lower the minimum score from 70 percent.

Note:

- a. Documentary evidence must be submitted for each criteria and undertaking or declaration made by the Bidder must be on the letter head and is to be signed by an authorized signatory only.
- b. Completion Letter / Reference Letter from relevant Senior Executive of the client to be attached for each engagement reference cited in project experience.
- c. If any of the criteria information is not deducible from the submitted documents, marks will not be awarded in those criteria, though Tender Evaluation Committee can ask for clarifications on their own discretion.

9.4 Financial Evaluation

- a. The marks scored in the technical bid which essentially rates the Bidder on technical criteria will be given weight-age of 70%. The financial bids will be given weight-age of 30%. The combined score of technical and financial will determine the ranking of the Bidders. In case of a tie in the combined score between Bidders, the Bidder with higher technical score will be given a higher rank. In the scenario if the technical score is also same, the agency with more years of experience will be given preference, date of incorporation will determine the experience. NeGD will appoint the top ranked Bidder based on the ranking derived from the combined score.
- b. Bidders securing at least **70 percent** or more in technical evaluation will be eligible to participate in the financial bid opening process. The Financial Bids (**i.e. Annexure 7**) of the technically qualified bidders will

- g. If a Bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- h. Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India (<https://doe.gov.in/sites/default/files/Predatory%20pricing%20-%20Abnormally%20Low%20Bids.pdf>) for predatory pricing and abnormally low bids evaluations. And, any conditional bid would be rejected.
- i. Errors & Rectification: If there is a discrepancy between Words and Figures, the **Figure indicated in Words will prevail**".

9.5 Notification of Outcome

- a. NeGD will notify the Bidder/Consultant in writing or email as soon as practicable, about the outcome of the RFP evaluation process. NeGD is not obliged to provide any reasons for any such acceptance or rejection. The decision of NeGD shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.
- b. NeGD will award the Contract to the Best Value Bidder, finalized as per the financial bidding process mentioned above.

9.6 Right to Accept/Reject Any or All Proposal(s)

NeGD reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NeGD action.

9.7 Contract Finalization and Award

- a. The NeGD shall reserve the right to negotiate with the bidder whose proposal has been ranked as the best value bid on the basis of Technical and Financial Evaluation to the proposed Project.
- b. After NeGD notifies the successful bidder that its proposal has been accepted, NeGD shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder(s) between NeGD and the successful bidder.
- c. Prior to the expiration of the validity period, NeGD will notify the successful bidder in writing or through email, that its proposal has been accepted. The notification of award will constitute the formation of the contract, upon the successful bidders' furnishing of Performance Bank Guarantee (PBG) of Three Percent of the Total Work Order value.

9.8 Failure to agree with the Terms and Conditions of the RFP

- a. Failure of the successful bidder(s) to agree with the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the contract, in which event NeGD may award the contract

to the next best value bidder or call for new proposals from interested bidders at its own discretion

- b. In such a case, the NeGD may penalize with the suspension for participation in future procurement processes for a period of up to one year.

9.9 Service Level Agreements (SLAs) and Penalty

	Service level	Definition	Measurement Criteria	Baseline	Applicable Penalty
1	On-boarding of all resources and Commencement of services	Commence the service as per scope of work and number of resources, man-month effort (as per resources committed by the team in its bid), scope of work indicated in the RFP/work order. NeGD may conduct interview.	Within 10 days of signing of contract	Within 10 days Beyond 10 days	Nil INR 10,000/- per day per person for the number of days and resources
2	Replacement of deployed personnel on being asked by NeGD	Replacement of personnel (Outgoing (inadequate performance, resignation, retirement etc.) resource to exit only when proper handover, Knowledge Transfer is done with the incoming resource. The new resource should have the minimum or more qualification and experience as compared to the resource deployed earlier. NeGD may conduct interview before	Within 30 days of issue of requisition	30 days or less Beyond 30 days	Nil INR 10,000/- per day per resource

	Service level	Definition	Measurement Criteria	Baseline	Applicable Penalty
		deployment.			
3	On-boarding of additional resource	Onboarding of additional resources as per request issued by NeGD. NeGD may conduct interview before deployment of new resource.	Within 30 days of issue of requisition	30 days or less Beyond 30 days	Nil INR 10,000/- per day per resource
4	Availability of resources at NeGD premises or virtually for assigned tasks	Manpower availability at NeGD (of the required resources as per contract).	<ul style="list-style-type: none"> • Shall be measured on per resource basis • Number of leaves taken per month must be as per NeGD Policy • No payment shall be done for the period a particular resource takes leaves beyond the allocated leaves • Formulae- Number of working days in a month- (minus)- number of leaves taken per month (beyond allocation) to a resource 	100% attendance For unauthorised absence beyond 10 days excluding leaves in a month	Nil 0.5% penalty of per man-month cost of resource
5	Customer Satisfaction	<p>a. Availability/ Attendance (Lowest 1 - Highest 10) <u>20% weight-age:</u></p> <p>b. Timely submission of the deliverables (Lowest 1 -</p>	<p>a. Attendance: Each day of unauthorized absence/ leave beyond permissive limit will result in negative satisfaction of 0.25 marks</p> <p>b. Timely</p>	<p>Average score of 7 or more in the invoice quarter</p> <p>Average score of less than 7 in the invoice quarter</p>	<p>NIL</p> <p>Upto two percent (2%) of the per quarter payments.</p>

	Service level	Definition	Measurement Criteria	Baseline	Applicable Penalty
		Highest 10) <u>50%</u> <u>weightage</u> c. Replacement of resources (Lowest 1 - Highest 10) <u>30%</u> <u>weightage</u>	submission of the deliverables: Each delay for any deliverable will result in negative satisfaction of 0.25 marks. c. Delay in replacement of resources/ improper knowledge handover/transfer will result into negative satisfaction of 0.5 marks at each instance.		

Note: The maximum SLA based penalties that can be levied under the contract shall be 15 per cent of the Work Order Value. Any default resulting in penalties beyond 15% for 2 consecutive quarters may result in termination of the contract

10 General Terms and Conditions

10.1 Adherence to terms and conditions

The Bidders who wish to submit their responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Bidders, such responses may be disqualified and may not be considered for the selection process.

10.2 Bidder's General Responsibilities

The Bidder shall, subject to the provisions of the assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required for such execution.

The Bidder shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of NeGD.

The Bidder should provide professional, objective and impartial advice at all times and hold NeGD's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty, while executing the assignment.

10.3 Sufficiency of Tender

The Bidders shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices before agreeing to the Terms and Conditions. The rates quoted by the Bidder shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Bidder should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/ contract amount without taxes, royalties and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment.

10.4 Execution of Service Level Agreement (SLA)/Integrity Pact

The selected Bidder will be required to execute the following within **10 days** from the date of intimation to the Bidder as stated in **clause 9.5** above:

- a. Service Level Agreement (SLA) which will include all the terms and conditions of the services to be extended as detailed here in and as may be prescribed or recommended by NeGD; and

- b. Integrity Pact –refer Annexure 10
- c. Payment of stamp duty (if any) would be as per laws applicable in the State in which the SLA and Integrity Pact is executed.
- d. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the agreements. NeGD shall not be responsible or liable for reimbursing / compensating these costs and expenses.

If the selected Bidder differs / does not agree on any conditions / terms of the contract, NeGD shall have the right to appoint the next ranked Bidder without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.

Unless and until a formal SLA and Integrity pact is executed, this Tender (RFP) together with the written acceptance of the Bidder thereof shall constitute binding Terms and Conditions between the Parties.

10.5 Tenure

The Bidder will be appointed for **3 years** from the date of appointment, which *inter-alia* shall include the period of successful implementation. However, this would be subject to satisfactory performance during periodic reviews which would be solely adjudged by NeGD. In case the performance of the Bidder is deemed unsatisfactory, the contract will be terminated as per the provision of the “termination of contract” clause mentioned in this RFP.

10.6 No Commitment to Accept Lowest Financial Proposal by value

NeGD shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. NeGD reserves the right to make any changes in the terms and conditions of purchase. NeGD will not be obliged to meet and have discussions with any Bidder, and/or listen to any representations unless there is change in the terms and conditions of purchase.

10.7 Payment terms

1. NeGD will release the payment of the agreed Fees to the selected Bidder after deduction of applicable taxes at source. The payment will be done on QUARTERLY BASIS subject to submission of invoice along with: Report on attendance and performance with output document endorsed by Reporting Officer from NeGD.
2. No upfront payment will be made by NeGD to the Bidder.
3. GST shall be paid by NeGD. Any other cost (including tools/software/hardware) related to fulfillment of the requirements shall be exclusively borne by the agency.
4. The agency has to prepare a “work done report per quarter” and submit to NeGD. Basis the satisfaction of NeGD on this report, the payment shall be approved for the agency.

5. Any third party production costs (such as film shoot, still shoot, radio recording etc), will be charged at actuals, only post approvals and consensus from NeGD.
6. The selected bidder will need to submit fee invoices at the beginning of every quarter and will have to be paid within 30 days of receiving the invoice.
7. Any other invoice should be submitted along with complete details of the work undertaken during the quarter, supporting documents and bills as well as copies of the creatives and IEC materials designed / produced during the quarter, for which the bills are submitted. The payments for these will be made to the communication agency within 30 days of submission of the bills on a quarterly basis. A reconciliation sheet pertaining to the bills will be submitted every quarter.
8. For facilitating electronic transfer of funds, the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency

10.8 Taxes

TDS will be deducted from the payments to the Bidder as per applicable laws. In lieu of that, certificate will be provided by NeGD to the Bidder.

10.9 Statutory authority obligations, notices, fees & charges

The Bidder shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or by-law of any relevant authority which has any jurisdiction with regard to the assignment.

The Bidder would comply with all Applicable Laws as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the substantive laws of India.

10.10 Applicable Law and Jurisdiction of Court

This RFP and the Contract with the selected Bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts in Delhi. This clause may be read in conjunction with clause 10.19 (*Arbitration*)

10.11 Single Point of Contact

The selected Bidder should have a local office in Delhi and has to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no. etc.

10.12 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with NeGD, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/ Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/ contracts with NeGD. The Bidder shall furnish proof of signature identification for above purposes as required by NeGD.

10.13 Work Space and administrative requirements

The key persons identified by the selected Bidder for the programme should carry out their activities from NeGD's Office located at Electronics Niketan, 6, CGO Complex, New Delhi or from any other suitable location as provided by NeGD. The Bidder may indicate their administrative requirements (entry pass & sitting arrangement) to NeGD well in advance. No charges would be applicable to the Bidder for the same. Computers / laptops, Internet dongle, other IT devices & accessories etc., for human resources deputed shall be arranged by the selected agency / bidder on its own.

10.14 Substitution of Programme Team Members

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Bidder, as the case maybe, can do so only with the prior written concurrence of NeGD and by providing the replacement staff of the same level of qualifications and competence. If NeGD is not satisfied with the substitution, NeGD reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by NeGD to the selected Bidder during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, NeGD reserves the unconditional right to insist upon the selected Bidder to replace any team member with another (with the qualifications and competence as required by NeGD) during the course of assignment pursuant to this RFP.

10.15 Rights in Intellectual Property and Material

All the rights relating to Trade Mark and Copy Right in respect of work generated by the Bidder on behalf of NeGD and paid for by NeGD shall vest with NeGD, provided that NeGD would reimburse the Bidder for any sums of money paid for the assignment / licensing of the copyright by way of fees, charges, or otherwise as provided by the guidelines, regulations, rules, or policies of any professional body or association, with prior approval from NeGD.

In order to perform the services, the Bidder must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names

or other protected rights and shall keep NeGD harmless and indemnify NeGD from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.

All documents, reports, information, data etc., collected and prepared by Bidder in connection with the scope of work submitted to NeGD will become the property of NeGD. The Bidder shall not be entitled, either directly or indirectly, to make use of the documents and reports given by NeGD for carrying out any service with any third party. Bidder shall not, without the prior written consent of NeGD be entitled to publish studies or descriptive articles, with or without illustrations or data, in respect of or in connection with the performance of services

The pre-existing intellectual property of the Bidder used in deliverables shall remain vested with the Bidder. Anything developed during the course of the project shall be owned by NeGD.

10.16 Confidentiality

Information provided under this RFP and subsequent SLA (if the Bidder is selected) is confidential and neither Party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any Confidential Information that the Other Party may acquire during the course of such association or otherwise concerning the Other Party's business, property, contracts, trade secrets, clients or affairs.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party “from the “Disclosing Party “and that:

- a. Relates to the Disclosing Party; and
- b. Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- c. Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- d. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by NeGD with the Bidder.
- e. “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, pen drive Hard drives, CDs etc., whether machine or user readable.
- f. Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to NeGD's data or data of NeGD projects, including but not limited to NeGD customers " or NeGD employees" personal data or such other information as NeGD is

required by any law to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

- g. Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Bidder shall at no point use NeGD's confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agree to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the Bidder hires another person, with the prior written permission of NeGD to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Bidder is bound to maintain the confidentiality.

The Bidder shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of NeGD

- a. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub- contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or

- b. Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of NeGD or its customers or their projects.

In maintaining confidentiality hereunder the Bidder on receiving the Confidential Information and materials agrees and warrants that it shall:

- a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
- b. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
- c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform NeGD of such disclosure in writing and immediately return other Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- e. The Bidder who receives the Confidential Information and materials agrees that on receipt of a written demand from the Disclosing Party;
 - i. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the Receiving Party's possession or under its custody and control
 - ii. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers
 - iii. to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
 - iv. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
 - v. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/ her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with

- vi. The rights in and to the data/ information residing at NeGD's premises, including at the Disaster Recovery Centre even in the event of disputes shall at all times solely vest with NeGD.
- f. This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:
 - i. Was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
 - ii. Is known to the receiving party at the time of receiving such information as evidenced by documentation then right-fully in the possession of the receiving party;
 - iii. Is furnished by others to the receiving party without restriction of disclosure;
 - iv. Is there after rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
 - v. Has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Bidder shall promptly notify NeGD of such requirement with a view to providing NeGD an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
 - vi. Was independently developed by the receiving party without the help of the Confidential Information.

On termination of the RFP and subsequent agreement, each Party must immediately return to the other Party or delete or destroy all Confidential Information of the other Party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and documentation that has been provided to NeGD which is contemplated for continued realization of the benefit of the services. Notwithstanding the foregoing, Bidder may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to NeGD's data or data of NeGD customers, including but not limited to the "NeGD Clients or Projects" or the "NeGD employees" personal data or such other information as NeGD is required by any law to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of NeGD and its

disclosure under the contract shall not confer on the Bidder any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as “Material Breach” for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and NeGD.

NeGD shall use the deliverables only for their use as per the agreement. Disclosure to third parties shall be after removing Bidder’s reference, except when the information is required for submission to statutory / regulatory authorities or its promoters.

10.17 Indemnification

The Bidder appointed under this RFP hereby absolutely, irrevocably and unconditionally indemnifies and undertakes to keep NeGD and /or its directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims, demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions, litigations, or actions, financial or otherwise; at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by NeGD and or its directors, officers, employees, agents and representatives due to reason of any third party claim arising out of –

- NeGD’s authorized/ bonafide use of the Services provided by Bidder under this RFP; and/ or
- An act or omission of the Bidder, including its employees, agents, subcontractors in the performance of the obligations of the Bidder under this RFP; and/or
- Claims made by employees or subcontractors or subcontractors’ employees (appointed with the written permission of NeGD), who are deployed by the Bidder, for rendering the service to NeGD; and/or
- Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- Any or all the Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/ or
- Breach of confidentiality obligations contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Bidder or its employees
- The total liability of the selected Bidder under this clause and contract shall not exceed the total contract value. The Indemnification shall

survive the expiry or termination of the agreement between the Bidder and NeGD.

10.18 Termination

In the event of non-performance of the Bidder as decided by NeGD or any dispute or differences arising between the Parties hereto on any matter / provision set out in this RFP and subsequent Service Agreement for the selected Bidder, the Parties shall try to resolve the matter amicably inter se. The defaulting Party shall be given notice of 30 days to alter the situation and resolve the dispute or reverse the damage caused in any way.

In the event the defaulting Party does not comply with its obligations, on the termination of the notice period, the other Party shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.

Upon termination of the Agreement, the Bidder would promptly hand over to NeGD all deliverable items, including work-in-progress, all "as is where is" condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Bidder shall complete pending assignments and NeGD shall agree to settle the dues in respect of completed assignments, except if specifically instructed by NeGD to act otherwise. In such case, the payment due to the Bidder would be determined on the basis of the last completed milestone as per the work assigned.

NeGD would also have the right to terminate such SLA with one month's notice without assigning any reason.

NeGD reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by NeGD in any of the following circumstances:

- a. The Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- b. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- c. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- d. If deductions on account of penalty exceeds more than 15% of the total contract price.
- e. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- f. If the selected Bidder gets merged/ taken over by another firm.
- g. Breach of terms of Contract by the Bidder which in the opinion of NeGD is material.

10.19 Arbitration

Without prejudice to the right of NeGD to terminate the RFP/Contract and pursue other remedies under RFP/Contract, if a dispute, controversy or claim arises out of or relates to the contract, or breach,

termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed with the mutual consent of NeGD and the Bidder. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the Arbitration shall be Delhi. The Arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The decision of the Arbitrator shall be final and binding upon the Parties.

10.20 Publicity

Any publicity by the Bidder in which the name and logo of NeGD is to be used should be done only with the explicit prior written permission of NeGD.

10.21 Notices and other Communication

If a notice has to be sent to either of the Parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or courier or email duly transmitted, facsimile/ fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/ email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address). Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

10.22 Written Notice of change in name, form or control of either Party

The Bidder shall provide NeGD with prompt 30 days prior written notice of any proposed change in Bidder's name, ownership, or form of organization. The Bidder shall also provide NeGD with prompt written notice and in any event within a period of 30 days of the occurrence of any event, which could jeopardize or materially impact its ability to perform its obligations under this Agreement in a timely manner.

10.23 Violation of Terms

NeGD shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies NeGD may have at law or inequity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

10.24 Limitation of Liability

Save and except as provided in “Terms of Compensation” and “Termination” herein, neither Party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this Agreement.

The Bidder’s aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, to otherwise), shall be at actuals and limited to the Contracted Value under the applicable statement of work.

NeGD shall not be held liable for and is absolved of any responsibility or claim/ litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP. It is expressly agreed between the Parties that for any event giving rise to a claim, NeGD shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Bidder.

10.25 Survival

Any provision of the Contract/ this RFP (if any) which, either expressly or by implication, survive the termination or expiry of the Contract, shall be complied with by the Parties in the same manner as if the Contract/ RFP is valid, subsisting and in full force and effect.

In the event of the Termination of the Agreement (with the selected Bidder) in whole or in part, the Clauses titled “Compensation”, “Rights in Intellectual Property and Material”, “Indemnification”, “Confidentiality”, and “Limitation of Liability” shall survive and continue in effect and shall ensure to the benefit of and be binding upon both the Parties, their successors and assigns.

10.26 Severability

Each of the above restrictions is separate and severable from the other. Any provision, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

10.27 No Agency

The Service(s) of the successful Bidder herein shall not be construed as any agency of NeGD and there shall be no principal agency relationship between NeGD and the successful Bidder in this regard.

10.28 Corrupt and Fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Consultants/Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of NeGD and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive NeGD of the benefits of free and open competition.

NeGD reserves the right to reject a proposal for award if it determines that the Bidder/Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. NeGD reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per NeGD's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

10.29 Adherence to Standards

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

NeGD reserves the right to conduct an audit/ ongoing audit of the consulting services provided by the selected Bidder. NeGD reserves the right to ascertain information from other institutions to which the Bidders have rendered their services for execution of similar programmes.

10.30 Conflict of interest

The Bidder shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to NeGD all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the services after it becomes aware of that conflict.

10.31 Sub Contracts

Neither the contract nor any rights granted under the contract with NeGD can be sold, leased, assigned, or otherwise transferred, in whole or

in part, by the selected Bidder without advance written consent of NeGD. Any such sale, lease, assignment or otherwise transfer shall be void and be of no effect. The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract. Formation of consortium or association of Bidders and engaging sub consultants is not allowed and such proposals will be disqualified at the evaluation stage itself.

10.32 Non-solicitation

The selected Bidder, during the term of the contract and for a period of one year thereafter shall not without the express prior written consent of NeGD, directly or indirectly:

- a. Recruit, hire appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by NeGD in rendering services in relation to the contract; or
- b. Induce any person who shall have been an employee or associate of NeGD at any time to terminate his/ her relationship with NeGD.

10.33 Employer Employee Relationship

The selected Bidder or any of its holding/subsidiary/joint-venture/affiliate/ group/ client companies or any of their employees/ officers/ staff/ personnel/ representatives/ agents shall not, under any circumstances, be deemed to have any employer-employee relationship with NeGD or any of its employees/ officers/ staff/ representatives/personnel/agents.

10.34 Vicarious Liability

The selected Bidder shall be the principal employer of the employees, agents, contractors, sub- contractors etc., engaged by the selected Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in NeGD shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, sub- contractors etc., of the selected Bidder shall be paid by the selected Bidder alone and NeGD shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder's employees, agents, contractors, subcontractors etc. The selected Bidder shall agree to hold NeGD, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to NeGD through the action of selected Bidder's employees, agents, contractors, subcontractors etc.

10.35 Other Conditions

It is clarified, as and by way of abundant caution that NeGD will have all ownership and / or license rights on all the ideas, concepts, proposals etc., developed by the Bidder during the course of this assignment as specified in the RFP and paid for by NeGD.

NeGD reserves the right to negotiate any aspect of proposal with any Bidder and negotiate with more than one Bidder at a time after the RFP closes, to improve upon or clarify any response or bid proposal.

NeGD reserves the right to ask some or all Bidders for clarification of their offer to assist in the scrutiny, evaluation and comparison of offers and based on this, disqualify the Bidder whose clarification is found not suitable for the proposed project.

NeGD reserves the right to share the information/clarifications provided in response to RFP by any Bidder, with any other Bidder (s)/others, in any form.

10.36 Representations and Warranties

The Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a. Bidder has been in existence in India since April 01, 2016 and has the requisite qualifications, skills, experience and expertise in providing the service(s), the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service(s) sought by NeGD.
- b. That the Bidder is not involved in any major litigation and no litigation or investigation is threatened against the Bidder. That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the RFP/Contract.
- c. That the representations made by the Bidder in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and RFP and unless NeGD specifies to the contrary, the Bidder shall be bound by all the terms of the bid. The Bidder has not suppressed any information, which is within the knowledge of the Bidder.
- d. That the Bidder meets the requisite eligibility criteria as set out hereinabove and has the requisite professional skills, personnel and resources/authorizations that are necessary for providing / rendering all such service(s) as are necessary to perform its obligations under the bid and this Contract
- e. That the Bidder shall ensure that all assets including but not limited to softwares, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.

- f. That the Bidder shall use such assets of NeGD as NeGD may permit for the sole purpose of execution of its obligations under the terms of the bid, or the Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- g. That the Bidder shall procure all the necessary permissions and requisite authorities approvals, consents, no objections and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon, and shall keep NeGD, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- h. That all the representations and warranties as have been made by the Bidder with respect to its bid and the Contract, are true and accurate, and shall continue to remain true and accurate through the term of the Contract.
- i. That the execution of the service(s) herein is and shall be strictly in accordance and in compliance with all applicable laws, as amended from time to time, the regulatory framework governing the same and the good industry practice.
- j. That there are – (a) no legal proceedings pending or threatened against Bidder or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or its team members by any statutory or regulatory or investigative agencies.
- k. That the Bidder has the corporate power / power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action / action to authorize the execution, delivery and performance by it of the Contract.
- l. That all the conditions precedent under the Contract has been complied.
- m. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable laws or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions, provisions or stipulations of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Constitutional Documents (if applicable) of the Bidder.
- n. That the Bidder certifies that all registrations, recordings, filings and notarizations of the contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made by him/her/it.
- o. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of NeGD, which may directly or indirectly have a bearing on the Contract or service(s).

- p. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the service(s) and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, there is any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep NeGD, its directors, officers, employees, agents, representatives and consultants indemnified in relation thereto.

10.37 Relationship between the Parties:

Nothing in the Contract constitutes any fiduciary relationship between NeGD and successful Bidder/its team or any relationship of employer - employee, principal and agent, or partnership, between NeGD and the successful Bidder.

No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.

NeGD has no obligation to the successful Bidder except as agreed under the terms of the Contract. All employees/personnel/representatives/agents etc., engaged by the successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the successful Bidder and the successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall NeGD be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the successful Bidder.

The successful Bidder shall disclose to NeGD in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the services as soon as practical after it becomes aware of that conflict.

The successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless NeGD first gives the successful Bidder its prior written consent.

10.38 Force Majeure

Definition

- i. For the purposes of this engagement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include:
 - a. Any event which is caused by the negligence or intentional action of a Party or by or of such Party’s agents or employees, nor
 - b. Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Engagement, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

Annexure 1: Checklist for Submission of Response to RFP

Below table summarizes the list of mandatory documents to be submitted mandatorily with Pre-qualification.

	Documents to be submitted	Yes/No	Ref. Page No.
1	Undertaking regarding agreement of all terms of RFP (as per Annexure 2)	Yes/No	
2	Tender submitted in Two bid/folders	Yes/No	-
3	Submitted documents in Technical Bid (refer Section -6 and relevant Annexure for more details)		
4	Declaration on non-debarment and non-blacklisting- Annexure 12.	Yes/No	
	Bid signed and stamped by authorized signatory on all pages	Yes/No	
5	Technical Proposal/Bid -as per Annexure 6	Yes/No	
6	Financial Proposal/Bid - as per Annexure 7	Yes/No	NA

Note: All documents including annexure must be properly marked, signed and sealed and placed in the above mentioned order.

We have not masked any document in the proposal document.

SIGNATURE -Authorized Signatory

Date:

Full name and designation and, contact details

(Seal of organization)

Annexure 2 - Undertaking regarding agreement of all terms of RFP

To,

Director, NeGD
Electronics Niketan
6, CGO Complex Lodhi Road
New Delhi – 110003

Dear Sir,

1. Having examined the RFP including all Annexures, Forms and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned are empanelled with DAVP in Category 'A' as multi-media creative agency and offer to provide the services as mentioned in the "Request for Proposal" and the other schedules of requirements and services for NeGD in conformity with this RFP.

Sr No	Particulars	Details
1.	Name of Bidder/ Agency	
2.	PAN Number of the Agency	_____ Please attach Copy of PAN Card
3.	GST Number of the Agency	_____ Please attach Copy of GST registration
4.	Registered Address	
5.	Website address	
6.	Nature of entity (partnership/ private/ public etc)	
7.	Name of Partners / Directors	
8.	Date of Incorporation	_____ Please attach Copy of registration -ROC-Incorporation certificate & MOA or AOA of the company
9.	Details of authorized contact person	
10.	Name	
11.	Designation	
12.	Telephone nos	
13.	Mobile no	

14.	Email Address	
15.	Fax no	

2. We confirm that the corrigendum(s)/addendum(s) issued from time to time by NeGD have also been taken into consideration, while submitting this undertaking letter.
3. We confirm that we have the in-house capabilities to complete the assignment mentioned under this RFP on our own and not through any associate.
4. We confirm that we have the technical capabilities to deliver all the requirements of the above mentioned RFP.
5. We hereby certify that we have provided all the information requested by NeGD in the format requested for. The information provided is correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false / not correct or in a different format, NeGD shall have the absolute right to take any action as deemed fit without any prior intimation to us.
6. We agree to abide by the terms of this Tender from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
7. If our Proposal is accepted, we undertake to complete and deliver the whole of the works comprised in the RFP; comply with the delivery schedule as mentioned in the RFP and agree to abide by the General Terms and Conditions.
8. We agree to abide by this Financial Proposal for 180 days from the date of the submission of proposal and our Offer shall remain binding on us and may be accepted by NeGD any time before expiry of the offer.
9. Unless and until a formal Agreement is executed, this Tender together with our written acceptance thereof shall constitute binding Terms and Conditions between NeGD and us.
10. We understand that the Request for Proposal (RFP) does not commit NeGD to reimburse the Bidder for any costs incurred in submission of this proposal. All statements in this RFP and any pre-contract negotiations, understandings and agreements resulting from this RFP are preliminary; consequently, NeGD has no obligation to us until a written contract is executed.
11. We agree that NeGD is not bound to accept the lowest or any Bid NeGD may receive.
12. We understand that NeGD has the right, without assigning reasons thereof, to
 - i. Reject, amend, and modify any condition contained in the RFP
 - ii. Terminate this RFP
 - iii. Negotiate with one or more Participants
 - iv. Not award the assignment to any of the Participants and / or recommence the entire process

- v. Contract with one or more Participants for any reasons whatsoever
- vi. Modify the requirements and terms of this RFP and request revised proposals from some or all of the Participants

Signature of Authorized Person of Bidder

Full Name & Designation of Authorized Person

Date:

Seal of Bidder

Annexure 3 – Format for Relevant Engagements

Please use the format below to provide information for which your firm was legally contracted for carrying out consulting assignment.

(Use separate sheet for each client)

Name of the Client	
Number of employees of the Client	
Description of the assignment	
Duration of the assignment (in months) as per agreement:	
Start Date	
End Date	
Duration of all the consulting assignments for the client (in months):	
Number of professional staff provided for the consulting assignments for the client	
Terms of Reference	
Contact Details of senior Executive of the Client (Name, Contact Number, email id)	

*Completion Letter / Reference Letter / email (Format given in **Annexure 5**) from relevant Senior Executive of the client to be attached for each engagement reference mentioned*

Signature of Authorised Person of Bidder
Full Name & Designation of Authorised Person
Date:

Seal of Bidder

Annexure 4 – Format for Reference Letter / email from Client

(On letterhead duly stamped and signed / official email id of
the client)

Date: _____

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the following (Name of the Company)
has been engaged by us for management consulting services for
(Caption of the assignment undertaken) for a period of
_____ months/ years from _____ (Start date) to _____ (End Date) .

Name: Designation:

**Annexure 5 – Declaration: No Ownership or Control of NeGD
Employees (or relatives)**

(On letterhead of the Bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that (Name of Bidder) is not owned or controlled by any Director or Employee (or Relatives) of NeGD.

Name: Designation: Date:

Annexure 6 – Technical Bid/Proposal

The Bidder should submit the Approach, Methodology and work plan in one integrated document. It should highlight the proposed approach and methodology for delivery of the assignment proposed given the understanding of NeGD.

The approach and work plan should clearly highlight the implementation roadmap. It must also include the plan for transfer of knowledge and capability building for the employees of NeGD with clearly defined timelines.

1. The Bidder should not have been penalized or found guilty in any court of law and the Bidder shall not have been blacklisted / debarred by any Central Government Ministry/State Government/ any other regulatory authority / and not involved in any major litigation that may have impact or compromise the delivery of services required during last three years. **Self- Certification by the Bidder on letter head to be provided. However, NeGD would have the right to independently verify the same. (Annexure 12)**
2. The Bidder should not be owned or controlled by any Director or Employee (or Relatives) of NeGD. **Bidder is required to submit Self-Declaration on Company’s letter head (Annexure 6)**
3. **List of Relevant Experiences of the Bidder-** with the documentary evidences be attached- *Refer Section 9.3, Annexure 4 and Annexure 5 for providing details and documentary evidence.*

	Criteria	Criteria details	Documentary evidence
1	Creative	Experience of successfully implementing and executing large projects in developing and implementing 360 degree Information, Education and communication (IEC) strategy	<p>Copy of Work Order(s) and Completion Certificates from the client; OR</p> <p>Copy of Work Order(s) and Self Certificate of Completion certified by the Authorized Signatory or the Company Secretary; OR</p> <p>Copy of Work Order and Phase Completion Certificate from the client; OR</p> <p>Copy of client certificate as documentary proof for the stated criteria and implementation status; OR</p> <p>Certificate by the Company Secretary/ Authorized Signatory of the bidder for the stated criteria and implementation status</p>

	Criteria	Criteria details	Documentary evidence
2	Digital Media	Experience of successfully implementing and executing large projects in developing and implementing Information, Education and communication strategy through social media, including 360 degree campaigns (in social media),	<p>Copy of Work Order(s) and Completion Certificates from the client; OR</p> <p>Copy of Work Order(s) and Self Certificate of Completion certified by the Authorized Signatory or the Company Secretary; OR</p> <p>Copy of Work Order and Phase Completion Certificate from the client; OR</p> <p>Copy of client certificate as documentary proof for the stated criteria and implementation status; OR</p> <p>Certificate by the Company Secretary/ Authorized Signatory of the bidder for the stated criteria and implementation status</p>
2	Website Management	Experience of successfully implementing and managing website	<p>Copy of Work Order(s) and Completion Certificates from the client; OR</p> <p>Copy of Work Order(s) and Self Certificate of Completion certified by the Authorised Signatory or the Company Secretary; OR</p> <p>Copy of Work Order and Phase Completion Certificate from the client; OR</p> <p>Copy of client certificate as documentary proof for the stated criteria and implementation status; OR</p> <p>Certificate by the Company Secretary/ Authorized Signatory of the bidder for the stated criteria and implementation status</p>

4. **Approach & Methodology** (Please read Section 7 carefully for better understanding of the assignment and tasks)

i. **Proposed Brand Vision, for 3 year period**

1. OpEds/Blogs
2. Creatives (infographics)
3. Video for Online media
4. Print creatives (print ads, brochures, ready reckoners, leaflets, flip books, etc)
5. Television commercials for promoting various campaigns
6. Radio spots/jingles
7. Adaptation of designed creatives, videos etc., in different languages

1. Proposed Annual Creative Vision and Strategy
2. Social Media and Website Management
3. Proposed Design and production of IEC Creatives Material as detailed below:

ii. **Award Winning Campaigns handled, if any**

Campaign for which Award was won	Name of Award	Details of the Award	Year when the Award was won

1. Sample Creatives in Service Sector/Similar Category

iii. **Samples of Creatives/IEC Materials produced/designed by the agency for other clients/brands**

iv. **In-house facilities including different units/divisions within the agency**

5. **Campaign Activities with timeline & deliverables** (Gantt Chart)

6. **Risks and Mitigation Measures**

7. **Team Composition-**

List of resources

Sr	Name	Proposed designation	Total experience	Qualification	Relevant Projects

<p>NOTE: Also refer Annexure 9.3 and Annexure 9 – Format for CV for providing resource details and their CVs.</p>					

8. **Any other important feature the Bidder wishes to indicate**

Annexure 7 – Financial Bid format

(To be submitted in **Excel** format only at CPP portal)

[Caution may be exercised in ensuring that the file format is .xls and not .xlsx.]

Bidders are required to provide an all-inclusive (Except GST) total yearly fixed fee. It may kindly be noted that on CPP Portal, the excel sheet is needed to be uploaded indicating the following format and details only:

A	B	C	D	E
	Profile*	Number of resource	Per month rate (in INR)	Yearly Cost (in INR) (C*D)
1	Project Manager	1		
2	Researchers	4		
3	Content Writers (English & Hindi)	2		
4	Senior Graphic Designer	1		
5	Graphic Designer	1		
6	Senior Video Editor	1		
7	Video Editor	1		
8	Senior Website Manager	1		
9	Website Manager	1		
Total Yearly Cost for 13 resources				

NOTE: No any other details shall be indicated in the excel file otherwise, the financial bid may be liable for rejection.

Annexure 8 – Format for CV

Proposed Position for the Project	
Name of Resource:	
Date of Birth:	dd/mm/yyyy
Country of Citizenship/Residence	
Countries where the resource has worked	
Areas of expertise relevant to the RFP	
Overall experience (In Total Years)	
Experience with Government (In Total Years)	
Experience with social media (In Total Years)	

Education:

Degree Obtained	University/Institution	Year Obtained

Employment record relevant to the assignment: -

Period	Employing organization & resource title / position. Contact information for references	Country	Client Type (Government /PSU/Corporate)	Summary of activities performed relevant to the Assignment

Language Skills:

Languages:	Language	Speaking	Reading	Writing

Adequacy for the Assignment:

Detailed Tasks	Reference to Prior Work/Assignments that Best
----------------	---

Assigned on Bidder's Team of Experts	Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Expert will be involved)	<p>Note: Those CVs that do not provide the following critical information may be considered non relevant.</p> <p>a. Experience in handling similar projects/assignment</p> <p>b. Working with State/Central government/PSUs on relevant projects</p> <p>e. Implementing relevant projects.</p> <p>Name of Assignment: Year: Location: Client: Main project features: Position Held: Activities Performed:</p> <p>Name of Assignment: Year: Location: Client: Main project features: Position Held: Activities Performed:</p>

Resource contact information : (e-mail _____ , phone _____)

Certification:

I the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by NeGD.

Name of Resource: _____ Signature: _____

Date: _____ DD/MM/2021

Representative of the Bidder _____ Signature: _____

Date: _____ DD/MM/2021

INTEGRITY PACT

To,

Director, NeGD
Electronics Niketan
6, CGO Complex Lodhi Road
New Delhi – 110003

Subject: Submission of Bid for the work.....

Dear Sir,

I/We acknowledge that NeGD is committed to follow the principle of transparency, equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Request for Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the RFP.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence, when tender/bid is finally accepted by NeGD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NeGD shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the tender/bid in accordance with the terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the Bidder and same signatory competent / authorized to sign the relevant contract on behalf of NeGD.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this.....day of20.....

BETWEEN

NeGD, a not for profit Company set up by Ministry of Electronics and Information Technology (MeitY), Govt. of India, under Section 8 of Companies Act and having its registered office at Electronics Niketan, Lodhi Road, New Delhi in the State of Delhi

(Hereinafter referred as “NeGD”, which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND

.....
(Name and Address of the Firm/ Company

.....
Through (Details of duly Authorized signatory)

(Hereinafter referred to as the “Bidder/Contractor”, which expression shall, unless repugnant to the meaning or context here of include, its successors and permitted assigns)

NeGD and the Bidder/Contractor are collectively referred to as “parties” and individually referred to as “party”.

Preamble

WHEREAS NeGD has floated the Tender for (.....Name of Work) (Hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for..... hereinafter referred to as the “Contract”.

AND WHEREAS NeGD values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the NeGD

1. NeGD commits itself to take all measures necessary to prevent corruption and to Observe the following principles:
 - a. No employee of NeGD, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. NeGD will, during the Tender process, treat all Bidder(s) with equity and reason. NeGD will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c. NeGD shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If any information comes to the notice of NeGD on the conduct of any of Bidders' employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, NeGD will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and forthwith report NeGD about all suspected fraudulent act or corruption or coercion or collusion of any person connected with the tender process which it has knowledge or becomes aware any time, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder/Contractor commits himself/itself to take all measures necessary to prevent corruption. He/it commits himself/itself to observe the following principles during his/its participation in the Tender process and during execution of the Contract:
 - a. The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of NeGD's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of

- any kind whatsoever during the Tender process or during the execution of the Contract.
- b. The Bidder/Contractor shall not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by NeGD as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one bidder, he shall not be allowed to quote on behalf of another bidder along with the first bidder.
 - e. The Bidder/Contractor will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder/Contractor will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the process to the detriment to the interests of NeGD.
 5. The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against NeGD and/or other bidder(s)/contractor(s). Coerce practices mean the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to NeGD under law or the Contract or its established policies and laid down procedures, NeGD shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/

Contractor accepts and undertakes to respect and uphold NeGD's absolute right:

1. If the Bidder/Contractor, either before award or during execution of Contract has committed a transgression through violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, NeGD at its discretion, is entitled to disqualify the Bidder/Contractor from the Tender process or terminate/determine the Contract, if already executed, or exclude the Bidder/Contractor from future contract award processes after giving 14 days notice to the contractor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by NeGD

Such exclusion may be forever or for a limited period as decided by NeGD.

2. Forfeiture of Performance Guarantee/Security Deposit: If NeGD has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), NeGD apart from exercising any legal rights that may have accrued to NeGD, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If any act/omission or conduct of a Bidder or contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/PC Act is brought to the notice of NeGD, or if NeGD has substantive suspicion in this regard, NeGD shall be at liberty to inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Governments or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding three years.
3. Without prejudice to any other legal rights or remedies available to NeGD under the relevant clauses of the tender document.

Article 5: Equal Treatment of all Bidders/ Contractors/ Subcontractors

1. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact.
2. NeGD will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. NeGD will disqualify Bidders, who do not submit, the duly signed Pact, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 24 months after the completion of work under the contract or till the continuation of defect liability period, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority, NeGD.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of NeGD, who has floated the Tender, is located.
2. Changes and supplements need to be made in writing.
3. If the Contractor is a partnership, this Pact must be signed by all the partners. In case of a Company/LLP, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is an agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by NEGD in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of NeGD)

..... (For and on behalf of Bidder/Contractor) WITNESSES:

1. (signature, name and address)

2. (signature, name and address)

Place:

Dated :

Annexure 10 - Performance Bank Guarantee Format

Bank Guarantee No. : _____

Date : _____

To,

Re.: Bank Guarantee for PERFORMANCE

WHEREAS _____, (hereinafter referred to as the “_____ **or Supplier**”) which expression shall unless repugnant to the context include its successors entered with **Purchase Order No. Dated** _____ (hereinafter referred to as the this nomenclature to be as per the “**Purchase Order**”) with M/s. _____, (hereinafter referred to as “_____”) which expression shall unless repugnant to the context includes its successors, administrators, representatives, for Performance Bank Guarantee, as per the Purchase Order as per the requirements of the _____ at the price and on the terms and subject to the conditions contained in the said Purchase Order.

WHEREAS according to the terms of the said Purchase Order, _____ is required to provide a Performance Bank Guarantee in favour of the _____, for the due Performance and Warranty of the “_____” contained in the said Purchase Order being % of the Purchase Order price, in the form set out by the _____.

AND WHEREAS the _____, Supplier have requested _____ the _____

_____ (hereinafter referred to as “Bank”) which expression shall unless repugnant to the context include its successors to execute NEGD Guarantee for **Rs.** _____ /- (**Rupees** _____ **Only**) in favour of the _____ which NEGD has agreed to give :

NOW THIS WITNESSETH AS FOLLOWS:

In consideration of the said Purchase Order, we Bank do hereby unconditionally and irrevocably on behalf of _____ undertake to pay the _____, merely on demand and without any protest, demur an amount of Rs. _____ /- (Rupees _____ Only) towards failure of Warranty and/or Guarantee and/or deficiency in (Purchase Order) undertaken by _____ as may be claimed by the _____.

The right of the _____, to recover from NeGD any amount not exceeding Rs__/- (Rupees_____Only) under this guarantee shall not be affected or suspended by reason of the fact that the dispute or disputes have been raised by the _____ with regard to their liability or the proceedings are pending before any Tribunal/Arbitrators/Court, with regard thereto or in connection therewith.

NEGD further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the Performance of the said Purchase Order and that it shall continue during its currency to be enforceable till all the dues of the _____, under or by virtue of the said Purchase Order have been fully paid and it's claims satisfied and discharged or till the _____, or their duly authorised officer certifies that the terms and conditions of the said Purchase Order have been fulfilled by the said Supplier and the, discharges the guarantee or till expiry of NeGD Guarantee whichever is earlier.

Unless a demand under or regarding or in connection with this guarantee is made to NeGD in writing on or

before **Expiry Date i.e** thereafter.

we shall be relieved and discharged from all liability under this guarantee

NeGD further agrees with the _____, that the _____, shall have the fullest liberty without NeGD's intimation and consent and without affecting in any manner, NeGD's obligations hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of Performance by from time to time or to postpone from any time or from time to time, any of the powers exercisable by the _____, against the said _____ and to forbear or enforce any of the terms and conditions relating to the Purchase Order and NeGD shall not be relieved, discharged or released from their liability by reasons of any such variations, or extension or postponement being granted to the _____ or for any forbearance, act or omission on the part of the _____ or any indulgence by the _____ to the _____ or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of relieving NeGD.

NeGD also agrees that debtors in respect of all claims against the

, at its option shall be entitled to act as if NeGD are the principal hereby guaranteed by NeGD as aforesaid and the

Bank hereby expressly waive all their rights of suretyship and other rights and defence pleas to which NeGD as Guarantor and/or the _____ may be entitled to.

Subject to the maximum limit of the Bank's liability as aforesaid i.e. Rs. _____/- (Rupees

_____ Only) **Bank Guarantee No. :** _____, **Date :** _____ this guarantee will cover all _____, claim or claims from time to time arising out of or in relation to the said Purchase Order and in respect of which the _____, demand or notice is made on NeGD on or before the date of expiry of this guarantee.

This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees thereto for given to the _____, by NeGD (whether jointly with other or severally) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

This guarantee shall not be affected by any change, substitution, alteration or modification in the constitution of the _____ or NeGD nor shall it be affected by any change in the _____, constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated reconstructed _____, or concern.

It shall not be necessary for the _____, to proceed against the _____ before proceeding against NeGD and the guarantee herein contained shall be enforceable against NeGD notwithstanding any security which the _____, may have obtained or obtain from the _____ at any time not exceeding the validity period of the guarantee or when proceedings are taken against NeGD hereunder be outstanding or realised.

NeGD lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the _____, in writing.

Notwithstanding anything contained hereinabove the liability under this guarantee is restricted to a sum not exceeding Rs. _____/- (Rupees _____ Only) The guarantee shall remain valid till **Expiry date** _____. Unless a demand under this guarantee is received by NeGD on or before **(One Year)**, all the rights of the _____, under this guarantee shall be forfeited and NeGD shall be released and discharged from all liabilities

hereunder irrespective of whether or not the original Bank Guarantee is returned to us

At , this

**For _____ Bank Ltd
_____ Branch**

Authorized Signatory

Authorized Signatory

**Annexure 11 – Declaration: Not penalized or Found Guilty in any Court
of Law**

(On letterhead of the Bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the (name of consulting firm/company) or any successor has not been penalized or found guilty in any court of law and the (firm/ company) or any successor has not been blacklisted / debarred by any Central Government Ministry / State Government / any other regulatory authority as under:

- - Prevention of Corruption Act, 1988 in last three years from the date of bid submission
 - The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract in last two years from the date of bid submission

Further, this is to certify that (name of consulting firm/company) or any successor does not have any legal, civil, criminal, taxation and other cases pending against it that may have any impact affecting or compromising the delivery of services required.

Name:

Designation:

Date:
