

REQUEST FOR PROPOSAL
for
Engagement of Communication and Media Tracking & Analytics
Agencies for MoRTH
(Limited Tender Enquiry)

Dated: 04/03/2025

National Highways & Infrastructure Development Corporation Limited

1st Floor, Tower-A, World Trade Centre, Nauroji Nagar, Safdarjung Enclave,

New Delhi-110029

NOTICE INVITING – REQUEST FOR PROPOSAL

Request for Proposal (RFP) for Engagement of Communication and Media Tracking & Analytics Agency for MoRTH.

Authority intends to select a Communication and Media Tracking & Analytics Agency for the above said work for a period of 36 Months.

The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFP Document uploaded on NHIDCL's website (<https://nhidcl.com>) as well on the website: <http://eprocure.gov.in>.

The Estimated Project Cost for 3 years is Rs. 6,61,50,000 (inclusive of taxes)

Interested applicants are requested to submit their responses to the "RFP" on or before 10.03.2025.

The submissions must be addressed to:

**General Manager (Corporate Communication & Business Development)
National Highways & Infrastructure Development Corporation Limited,
2nd Floor, Tower-A, World Trade Centre,
Nauroji Nagar, Safdarjung Enclave,
New Delhi-110029**

CONTENT

NOTICE INVITING – REQUEST FOR PROPOSAL.....	1
DISCLAIMER.....	4
SECTION 1: LETTER OF INVITATION	6
SECTION 2: INSTRUCTIONS TO BIDDERS	9
A. BID DATA SHEET	9
B. INSTRUCTIONS TO BIDDERS	13
2.1 INTRODUCTION.....	13
2.2 OVERALL OBJECTIVE	13
2.3 TERMS AND CONDITIONS	13
2.4 BID SCHEDULE AND CRITICAL DATES:	15
2.5 COMMERCIAL CONDITIONS.....	16
2.6 PENALTY CLAUSE	20
2.7 BID SUBMISSION PROCESS	21
2.8 SIGNING OF BID	21
2.9 METHOD OF EVALUATION AND AWARDS OF CONTRACT	21
2.10 ARBITRATION	27
2.11 LABOUR LAWS AND SAFETY MEASURES.....	27
2.12 APPLICABLE LAW AND JURISDICTION	27
2.13 INDEMNIFICATION	28
2.14 FORCE MAJEURE	28
2.15 FAILURE AND TERMINATION CLAUSE	28
2.16 AGENCY CODE OF CONDUCT AND BUSINESS ETHICS.....	28
2.17 EXIT MANAGEMENT.....	29
2.18. SUB-CONTRACTING	30
2.19. OFFICE OF THE AGENCY.....	30
SECTION 3: TERMS OF REFERENCE (TOR)	31
3.1. BACKGROUND:	31
3.2. OBJECTIVE OF THE ASSIGNMENT:	31
3.3. SCOPE OF WORKS:	31
3.4. DELIVERABLES:	38
3.5. TEAMING ARRANGEMENTS:.....	41
3.6 PAYMENT TERMS:.....	45
3.7. OTHER TERMS OF SERVICE	47
3.8. FACILITIES AND SUPPORT SERVICES TO BE PROVIDED BY THE CLIENT:	48
3.9 : Arbitration	49
SECTION 4: BID FORMATS	51
ANNEXURE- I: TECHNICAL BID FORM	51
ANNEXURE- II: FINANCIAL BID FORMAT.....	55
ANNEXURE- III: INTEGRITY PACT.....	57

ANNEXURE- IV: FORMAT FOR UNDERTAKING.....	61
ANNEXURE- V: FORMAT FOR PERFORMANCE BANK GUARANTEE	63
ANNEXURE- VI: FORMAT FOR POWER OF ATTORNEY	66
ANNEXURE- VII: FORMAT FOR CURRICULUM VITAE (CV)	68
ANNEXURE- VIII: FINANCIAL CAPACITY OF THE BIDDER	70
ANNEXURE- IX: RELEVANT PROJECTS OF THE BIDDER	71
SECTION 5: STANDARD FORM OF AGREEMENT	72
Formats:	76
Format - 1 - Letter of Award (LoA).....	77
Format - 2- Performance Standards and Quality Assurance - Compliance.....	79
Format - 2.1 - Method Statement.....	80
Format - 2.2- Work Plan.....	81
Format - 2.3- Personnel Deployment Plan.....	83
Format - 3 - Performance Statement.....	84
Format - 4 - NON-PERFORMANCE, LITIGATION STATEMENT.....	85

DISCLAIMER

1. This Request for Proposal (“RFP”) is issued by National Highways & Infrastructure Development Corporation Limited (hereinafter referred as “NHIDCL” or “Authority” or “Department”) on behalf of the Ministry of Road Transport & Highways (hereinafter referred as “MoRTH” or “Ministry” or “Client”).
2. This RFP is a limited tender for Agencies empanelled under Category A & Category B of NHIDCL’s EoI for Empanelment of Communication and Creative Agencies dated 15th March 2024. Bids from Non-empanelled Bidders will be summarily rejected. It is not permissible to transfer this RFP to any other firm.
3. The information contained in this RFP or subsequently provided to bidders, whether verbally or in documentary or any other form, on behalf of NHIDCL / MoRTH and / or any of its employees / representatives, is provided in the terms and conditions set out in the present RFP.
4. This RFP is not a contract and is not an offer by NHIDCL / MoRTH to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them for the purpose of formulating proposals pursuant to this RFP. This RFP includes statements, which reflect various assessments arrived at by the Authority, in relation to the project mentioned herein.
5. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assessments, statements and information contained herein are subject to each Bidder’s own investigations and analysis and it is the responsibility of each Bidder to check the accuracy, adequacy, correctness, reliability, feasibility and completeness thereof, prior to submitting a bid in pursuance of the present RFP.
6. Information provided in this RFP to the bidders is on a wide range of matters and is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
7. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the information or laws expressed herein.
8. The Authority, its employees, representatives and / or advisors, shall not be liable for any indemnification, loss, negligence, damages, claim, cost or expense to the Bidder, its representative / employee / agent, and / or any third party associated with the

Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise arising from accuracy, adequacy, correctness, reliability or completeness of the RFP and/or any assessment, assumption, statement or information contained herein, or any intimation or addendum or corrigendum deemed to be read as a part and parcel this RFP or any stage in the consequential selection process of this RFP.

9. The Authority accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any bidder upon the statements contained in this RFP.
10. The Authority is entitled, in its absolute discretion, but without being under any obligation, to update, amend or supplement the information, assessment or assumption contained in this RFP.
11. The issue of this RFP does not imply that the Authority is bound to select a bidder or to appoint the selected bidder, as the case may be, for this project and the Authority reserves the right to reject all or any of the proposals of any bidder, without assigning any reason whatsoever.
12. The Authority or its authorized officers / representatives / advisors reserve the right, to change the procedure for the selection of the selected bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the project, without assigning reasons thereof.
13. The RFP does not address concerns relating to diverse investment objectives, financial situation, and particular needs of any party. The RFP is not intended to provide the basis for any investment decision and each bidder must make its / their own independent assessment in respect of various aspects of the techno-economic feasibilities of the project. No person has been authorized by The Authority to give any information or to make any representation not contained in the RFP.
14. The Authority may terminate the bid process in case of any violations / infringement.
15. The agreement shall be subjected to the jurisdiction of the court at New Delhi only.

SECTION 1: LETTER OF INVITATION

For the attention of the following Agency's authorized representative:

1. M/s DDB Mudra Pvt Ltd, Mumbai
2. M/s Meraki Communications Pvt Ltd, Bengaluru
3. M/s E Factor Experiences Ltd, Noida
4. M/s Laqshya Media Ltd, Noida
5. M/s Pamm Advertising & Marketing, New Delhi
6. M/s Sanket Communications Pvt Ltd, New Delhi
7. M/s Crayons Advertising Ltd, New Delhi
8. M/s Awedeince Connect Pvt Ltd, New Delhi
9. M/s Vermillion Communications Pvt Ltd
10. M/s Aakhya Media Services Pvt Ltd, New Delhi
11. M/s Sunjeet Communications Pvt Ltd, Mumbai
12. M/s PK Online Ventures Pvt Ltd, Gurugram
13. M/s Goldmine Advertising Pvt Ltd, Mumbai
14. M/s Avian Media Pvt Ltd, New Delhi
15. M/s Promodome Communication, New Delhi
16. M/s Ventures Advertising Pvt Ltd, New Delhi
17. M/s Percept Ltd, New Delhi
18. M/s Appinventiv Technologies Pvt Ltd, Noida
19. M/s Axis Communications, New Delhi
20. M/s Airads Ltd, New Delhi
21. M/s Paramin Advertising & Marketing Associates, Noida
22. M/s Lalit Advertising, New Delhi
23. M/s Ankur Media Pvt Ltd, New Delhi
24. M/s Spann Communication, New Delhi
25. M/s Concept Communication Ltd, New Delhi
26. M/s Mount Talent Consulting Ltd, Noida
27. M/s Graphisads Ltd, New Delhi
28. M/s Kailasha Analytics and Services Pvt. Ltd., Mumbai

29. M/s Agile Tech Solutions Pvt. Ltd., Noida
30. M/s Insight Brandcom Private Limited, Guwahati
31. M/s INIT & Gobananas, Ahmedabad
32. M/s Pioneer E Solution Private Limited, Ghaziabad
33. M/s Savin Communication Private Limited, Noida
34. M/s Moulis Advertising Services Private Limited, New Delhi

The Authority invites proposals from agencies empanelled under Category A & Category B of NHIDCL's EoI for Empanelment of Communication and Creative Agencies dated 15th March 2024.

A bidder will be selected as per "Single Stage - Two Envelope" bidding process based on Quality cum Cost Based Selection (QCBS) methodology with weightages of 80:20 (80% for technical proposal and 20% for financial proposal) and as per procedures described in this RFP.

The content of this RFP enlists the requirements of MoRTH. It includes the **Bidding Terms** that details out all information that may be needed by potential bidders to understand the financial terms, bidding process and the contractual terms that the Authority wishes to specify at this stage.

The RFP includes the following sections:

Section 1 - Letter of Invitation

Section 2 - Instructions to Bidders (including Bid Data Sheet)

Section 3 - Terms of Reference (ToR)

Section 4 - Bid Formats

Section 5 - Standard Form of Agreement

All interested agencies should inform in writing, **before the pre bid meeting as mentioned in this RFP**, to the concerned officer that:

- it intends to submit a proposal, and
- it will attend the pre-bid conference on the date mentioned in the data sheet.

This information may be submitted by email to the undersigned.

Yours faithfully,

General Manager (Corporate Communication & Business Development)

National Highways & Infrastructure Development Corporation Limited,

2nd Floor, Tower-A, World Trade Centre,

Nauroji Nagar, Safdarjung Enclave,

New Delhi-110029

Email: gmhr.hq@nhidcl.com

Phone: 011-26768926

SECTION 2: INSTRUCTIONS TO BIDDERS

A. BID DATA SHEET

S. No	Particulars	Details
1.	Name of the Client / Authority:	Ministry of Road Transport & Highways (MoRTH)
2.	Name, objectives, and description of the assignment	As detailed in Sub Section (2.1, 2.2, 2.3)
3.	Contract Period	The initial contract period will be for 3 years, further extendable to 1 additional year on the same contractual terms, based on satisfactory performance and mutual consent of the Authority and the agency.
4.	Method of selection	"Single Stage - Two Envelope" Bidding Process based on Quality cum Cost Based Selection (QCBS) methodology
5.	Documents part of RFP	<p>The RFP consists of the following sections:</p> <ul style="list-style-type: none"> SECTION 1: Letter of Invitation SECTION 2: Instructions to Bidders SECTION 3: Terms of Reference SECTION 4: Bid Formats SECTION 5: Standard Form of Contract
6.	Cost of Tender Document / Tender Fee	Rs.5900/- (Rs. Five thousand nine hundred only) including 18% GST in the form of online transfer through the Induscollect.
7.	Earnest Money Deposit (EMD)	EMD Amount: Rs.13,23,000/- (Rupees Thirteen Lakh and Twenty Three Thousand Only)

S. No	Particulars	Details
		<p>Payable as per the directions mentioned in NHIDCL Office Order number NHIDCL/F&A-25/2019-20/E-182855/516 dated 22.03.2023 regarding Mandatory E-BG, EMD and Tender Fee deposit through Induscollect. URL:</p> <p>https://nhidcl.com/wp-content/uploads/2023/03/Notice-for-e-PBG-Tender-Fee-and-EMD.pdf</p> <p>As per Rule-170, GFR, 2017, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from submitting Earnest Money Deposit.</p>
8.	Performance Bank Guarantee	3% of the contract amount to be submitted in the form of e-PBG through NeSL- National E-Governance Services Ltd » Electronic Bank Guarantee (e-BG)
9.	Technical & Financial Proposals requested:	As per Section 4 of the RFP.
10.	Pre-bid conference:	<p>Date: 10/03/2025</p> <p>Time: 1500 Hrs</p> <p>Venue: Virtual Meeting (Link for the same shall be requested by the Bidder in writing at least 24 hours prior to the schedule)</p>
11.	Address for communications:	<p>General Manager (Corporate Communication & Business Development)</p> <p>National Highways & Infrastructure Development Corporation Limited (NHIDCL)</p> <p>2nd Floor, Tower-A, World Trade Centre, Nauroji Nagar, Safdarjung Enclave, Delhi-110029</p> <p>Email ID: gmhr.hq@gov.in</p>

S. No	Particulars	Details
		Phone: 011-26768926
12.	Bidder to state cost in the national currency:	Cost to be stated in Indian National Rupees (INR) only.
13.	Proposal's submission date:	As per Section 2 Clause 2.4 Bid Schedule
14.	Terms of Payment	As described in the Section 3 of the RFP.
15.	Bid Validity	180 days from bid due date
16.	Language	This RFP has been issued in the English language. Proposals and all associated correspondences shall be submitted in the English language.
17.	Financial Proposal	The Bidder shall provide an all-inclusive cost in the Financial Proposal including but not limited to the following: <ul style="list-style-type: none"> (i) Remunerations to deployed team at the client's location for the purposes of the Services as mentioned in the Terms of Reference including necessary PF, ESI, etc. as applicable. (ii) An all-inclusive lump-sum fee towards media analytics and reporting and Grievance handling and Citizen response management system. The requirement of backend team for media analytics and development and deployment of Portal and App shall be assessed by the Bidder based on service requirements and their lump sum quote shall deem to include all associated costs to

S. No	Particulars	Details
		<p>deliver the scope of works.</p> <p>(iii) Cost of travel by appropriate means of transport to Client office location.</p> <p>(iv) Cost of office running cost, including overheads and back-stop support.</p> <p>(v) Cost of reports production (including printing) and delivering to the Client.</p> <p>(vi) Any other applicable taxes (excluding G.S.T) and insurances (e.g., travel-related medical, professional liability, motor vehicle, third party, equipment, employer's liability, and workers compensation).</p> <p>(vii) Other costs as envisaged by the Bidder.</p> <p>The financial proposal would not include the following:</p> <p>(i) Cost of travel to any other location apart from Client's Office by appropriate means of transport for clients' work by any of the team members or photographers deployed;</p> <p>(ii) Cost of Production of Videos, Printing material etc.</p>
18.	Price Adjustment	<p>A price adjustment provision shall apply to the remuneration rates at rate of 10% per year from the date of agreement. The first adjustment to the remuneration rates shall be applicable after 12 months from the date of agreement.</p>

B. INSTRUCTIONS TO BIDDERS

2.1 Introduction

The Ministry of Road Transport & Highways (MoRTH) is an apex organisation under the Central Government, entrusted with the task of formulating and administering, in consultation with other Central Ministries / Departments, State Governments / UT Administrations, organisations and individuals, policies for Road Transport, National Highways and Transport Research with a view to increasing the mobility and efficiency of the road transport system in India.

2.2 Overall Objective

NHIDCL, on behalf of MoRTH, invites proposals from empanelled bidders for appointment of a Communications & Creative Agency that will advise MoRTH in communications, media related affairs and deliver tasks inline to the scope of works mentioned in this RFP. The agency will also assist the MoRTH in media analytics and putting in place a feedback mechanism system for improved communications of the Ministry. The scope of work to be taken by the agency has been broadly covered in **Section 3**.

2.3 Terms and Conditions

- 2.3.1 Bidding will be conducted through the Competitive Bidding procedures (separate submission of technical and financial bids) as laid down in the General Financial Rules, 2017 and is only for Agencies empanelled under Category A & Category B of NHIDCL's 'EoI for Empanelment of Communication and Creative Agencies dated 15th March 2024'. It is not permissible to transfer this RFP to any other firm.
- 2.3.2 The complete details for the RFP can be downloaded from NHIDCL's website (<https://nhidcl.com>) and Central Procurement Portal (<https://eprocure.gov.in/eprocure/app>). Interested bidders are advised to regularly visit these websites in order to update themselves regarding any change / addendums or additional information related to the RFP.
- 2.3.3 Bids must be uploaded on Central Procurement Portal of Government of India at <https://eprocure.gov.in/eprocure/app> as specified in the Request for Proposal (RFP) below. Bids received after the stipulated date and time will be summarily rejected.

- 2.3.4 NHIDCL will hold a pre-bid meeting with the prospective bidders in a virtual mode through VC at date and time specified in the Bid Data Sheet.

Bidders may seek clarification on this RFP Document as per the schedule provided in the Data Sheet. Any request for clarification must be shared by electronic means (PDF and Word File) to the email provided in the Data Sheet. The format for preproposal queries is provided below:

S.No	Clause / Page No	Content of the RFP requiring clarifications	Clarifications Requested

The Authority will endeavour to respond to the queries prior to the Proposal Due Date. Bidders willing to attend the pre-bid should inform client beforehand in writing through email. The maximum no. of participants from the Bidder, who choose to attend the Pre-Bid Meeting, shall not be more than two per Bidder.

During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Selection Process.

- 2.3.5 The bidders who do not qualify the eligibility conditions shall forthwith be rejected and their financial bids shall not be opened.
- 2.3.6 The method of selection is "Single Stage - Two Envelope" Bidding Process based on Quality cum Cost Based Selection (QCBS) methodology.
- 2.3.7 The Earnest Money Deposit (EMD) shall be payable as per the directions mentioned in NHIDCL Office Order number NHIDCL/F&A-25/2019-20/E-182855/516 dated 22.03.2023 regarding Mandatory E-BG, EMD and Tender Fee deposit through Induscollect (URL: <https://nhidcl.com/wp-content/uploads/2023/03/Notice-for-e-PBG-Tender-Fee-and-EMD.pdf>). The EMD shall be submitted on <https://induscollect.indusind.com/pay/index.php>. Bids without EMD will not be considered.
- 2.3.8 All bids will remain valid for period as mentioned in the Bid Data Sheet.

- 2.3.9 The Authority reserves the right to solicit any additional relevant information from Bidders individually and collectively during the course of tendering process.
- 2.3.10 The Authority reserves the right not to accept bid(s) from agencies resorting to unethical practices or on whom investigation / enquiry proceedings have been initiated by Government investigating Agencies / Vigilance Cell.
- 2.3.11 The timeline / schedule of deliverables will be decided as and when the requirement / task activities arise. Bidder should complete the job / activities as and when asked by the Authority.
- 2.3.12 Bidders in joint venture or consortiums are not eligible to apply.
- 2.3.13 All information contained in the RFP document, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations / agencies.
- 2.3.14 The Agency selected will not use its name, logo or any other information / publicity on content created under the scope of work as spelt out in Section-III of the RFP on media platforms of the Authority.
- 2.3.15 All material, artwork, etc. used in management of media activities will be property of the Authority. The Agency must ensure that content shared online must not violate laws in force.
- 2.3.16 All the real and virtual creations will be the right of the Authority, and Intellectual Property Rights (IPR) will vest with the Authority.
- 2.3.17 The firm will ensure data protection (secrecy) and ensure that no data is leaked to any person not authorized by the Authority.
- 2.3.18 Interested and eligible Bidders may obtain further information from concerned officer as mentioned in Bid Data Sheet.

2.4 Bid Schedule and Critical Dates:

The tentative schedule and critical dates are shown below:

S. No	Event	Date
1.	Date of uploading of RFP	04/03/2025
2.	Pre-Bid Meeting (Virtual)	10/03/2025

S. No	Event	Date
3.	Date for publication of response to the queries raised during pre-bid meeting	13/03/2025
4.	Last date of submission of Bids (Technical & Financial)	20/03/2025
5.	Date of Opening of Technical Bids	21/03/2025
6.	Date of Opening of Financial Bids	By Intimation
7.	Declaration of Successful Bidder	By Intimation

Note: The Authority reserves the right to amend the document for RFP, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through NHIDCL's (<https://nhidcl.com>) website and CPPP portal from time to time for any updated information.

2.5 Commercial Conditions

Apart from the above, each bidder is required to fulfil the following terms and conditions:

a) Earnest Money & Tender Fee

Each bidder is required to submit EMD as per the directions mentioned in NHIDCL Office Order number NHIDCL/F&A-25/2019-20/E-182855/516 dated 22.03.2023 regarding Mandatory E-BG, EMD and Tender Fee deposit through Induscollect. The EMD shall be submitted on <https://induscollect.indusind.com/pay/index.php>.

- (i) Bids not accompanied with EMD shall summarily be rejected.
- (ii) No bank guarantee will be accepted in lieu of the Earnest Money Deposit.
- (iii) The EMD of the unsuccessful bidders would be returned after award of the contract. No interest shall be payable by the Authority for the sum deposited as EMD.
- (iv) EMD is not required to be submitted by MSMEs as per Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017, for which

they shall submit a valid certificate issued by the appropriate authority in this regard.

- (v) **Tender Document Fee:** The cost of the tender document (non-refundable) is mentioned in the Data Sheet. The tender document fee shall be payable as per the directions mentioned in NHIDCL Office Order number NHIDCL/F&A-25/2019-20/E-182855/516 dated 22.03.2023 regarding Mandatory E-BG, EMD (<https://nhidcl.com/wp-content/uploads/2023/03/Notice-for-e-PBG-Tender-Fee-and-EMD.pdf>) and Tender Fee deposit through Induscollect (<https://induscollect.indusind.com/pay/index.php>).
- (vi) The bids of the bidders who fail to submit the tender document fee on or before the specified date and time shall be summarily rejected.

b) Performance Bank Guarantee

- (i) The successful Bidder shall at his own expense deposit with NHIDCL, within twenty-one (21) working days from the date of issuance of Letter of Award (LoA), an unconditional and irrevocable Performance Bank Guarantee (PBG) from any scheduled commercial bank to NHIDCL, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- (ii) This Performance Bank Guarantee will be for an amount equivalent as mentioned in the Bid Data Sheet. PBG as per the directions mentioned in NHIDCL Office Order number NHIDCL/F&A-25/2019-20/E-182855/516 dated 22.03.2023 regarding Mandatory E-BG, EMD and Tender Fee deposit through Induscollect, and shall be invoked by NHIDCL in the event the Bidder:
- Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of the Authority
 - Misrepresentations of facts/information submitted to the Authority.
- (iii) The BG shall be submitted on <https://nesl.co.in/e-bg/>.
- (iv) The performance bank guarantee shall be valid for 60 days post satisfactory completion of the overall engagement / work as stipulated in RFP. In the event of any amendments to Agreement, within 15 days of

receipt of such amendment furnish the amendment to the Performance Guarantee as required.

- (v) The performance bank guarantee may be discharged / returned by the Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- (vi) In the event of the Bidder being unable to service the contract for whatever reason, the Authority would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Authority under the contract in the matter, the proceeds of the PBG shall be payable to the Authority as compensation for any loss resulting from the bidder's failure to perform / comply its obligations under the contract. The Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.
- (vii) The Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement.

In case the project is delayed beyond the project schedule as mentioned in this RFP, the performance bank guarantee shall be accordingly extended by the Bidder.

c) Failure to agree with the Terms & Conditions of the RFP

Without prejudice to above, failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Authority may award the contract to the next best value bidder or call for new proposals. In such a case, the Authority shall forfeit the EMD of successful bidder.

d) Period of Contract

The period of contract shall be as mentioned in the Bid Data Sheet. The contract shall come into effect on the date of signing of the contract or work order (whichever is earlier) hereinafter referred to as the 'Effective Date'.

e) Prices

- (i) All prices must be quoted on unit rate basis in INR along with all applicable charges i.e., professional fee and applicable taxes, duties, etc. (if any), but excluding G.S.T.
- (ii) The agency has to ensure that the prices / rates quoted are all inclusive including the manpower support and continuous support during the entire contract period, as mentioned in the Bid Data Sheet.

f) Amendment of Tender Document

At any time prior to the deadline (or as extended by the Authority) for submission of bids, the Authority for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the website, and these will be binding on all the bidders. The Authority, at its discretion, may extend the deadline for the submission of proposals.

The Authority may change the scope after the submission of technical bids by the Bidders. In this case, the Authority will release a corrigendum / clarification and ask the Bidders to resubmit their financial bids only.

- g) Conflict Of Interest:** The Agency is required to provide professional, objective, and impartial advice and at all times hold the Authority's interest paramount, strictly avoid conflicts with other assignment / jobs or their own corporate interest and act without any consideration for future work.

Without limitation on the generality of the foregoing, Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth.

- h) Conflicting Activities:** An Agency or any of its affiliates, selected to provide consulting assignment / job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.
- i) Conflicting Assignment/job:** An Agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may conflict with another assignment / job of the Agency to be executed for the same or for another Employer.

- j) Conflicting Relationships:** An Agency that has a business or family relationship with a member of the Authority's staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.

Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Authority, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith.

If the Agency fails to disclose said situations and if the Authority comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment.

2.6 Penalty Clause

- (i) The detailed contract / work order will be signed with successful bidder. Any breach in contract / work order will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the bidder will be the property of the Authority. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of the Authority and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the Authority, together with a detailed inventory thereof.
- (ii) If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfil any of the contractual obligations, the Authority may take a decision to cancel the contract with immediate effect. Further, performance bank guarantee of the agency may also be invoked if the performance of the agency is not satisfactory.
- (iii) In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule the Authority may impose a penalty of 1% of contract amount per week, subjected to overall ceiling amount of 5% of the contract value. The

timeline/schedule of deliverables will be reasonable and will be decided as and when the requirement arises. In case of the penalty amount exceeding beyond 5% of the total contract value, the Authority shall take necessary action at its own discretion.

2.7 Bid Submission Process

The bidders are required to attach soft copies of their bids electronically on the Central Public Procurement Portal (CPPP). The instructions given below are meant to assist the bidders in registering on the CPPP, prepare their bids in accordance with the requirements and submitting their bids online on the CPPP. The bids are to be submitted in English only. Bidder should take into account any corrigendum published on the tender document before submitting their bids. Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.

2.7.1 Documents comprising the bid:

As per Annexure of Technical Bid Format.

2.8 Signing of Bid

The original and all documents of the Bid shall be e-signed by the Bidder's authorized signatory. A power of attorney for authorized signatory shall be attached (as per format included in the RFP) in the technical proposal along with Board Resolution / LLP agreement of the firm, as applicable.

2.9 Method of Evaluation and Awards of Contract

Bidders are requested to submit all requisite documents as per Tender Document along with their bids, failing to which the bids are liable for rejection.

2.9.1 Evaluation Process

- i) The Authority will constitute an Evaluation Committee to evaluate the responses of the bidders.
- ii) The Evaluation Committee constituted by the Authority shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

- iii) The decision of the Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- iv) The Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- v) The Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- vi) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

2.9.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period as mentioned in the Bid Data Sheet.

2.9.3 Tender Evaluation

Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive. If proposals.

- a. Are not submitted as specified in the RFP document
- b. Received without the Letter of Authorization (Power of Attorney)
- c. Are found with suppression of details
- d. Submitted with incomplete information, subjective, conditional offers and partial offers
- e. Have non-compliance of any of the clauses stipulated in the RFP
- f. With lesser validity period
- g. All responsive Bids will be considered for further processing as mentioned below.
- h. The Authority will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Evaluation Committee according to the Evaluation process defined in this RFP document. The decision of the said Committee will be final in this regard.
- i. The selected agency shall deploy the same resources as proposed in the technical bid.

2.9.4 Evaluation Process

The steps for evaluation are as follows: -

Stage 1: Technical Evaluation

- The Authority will review the technical bids to determine whether the technical bids are as per the requirements laid down. Bids that are not in accordance with the requirements are liable to be disqualified by the Authority.
- The bidders' offerings proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework.
- Each Technical Proposal will be assigned marks based on the technical evaluation framework. The minimum marks for technical proposal qualification are 70. The bidders who get technical proposal marks of 70 and more will qualify for the financial evaluation stage. Failing to secure minimum score shall lead to rejection of the Bid.
- For deployed manpower experience criteria, bidders should provide detailed CV of the proposed resources in specified format and supporting documents for the qualification and work experience inline to the requirements stipulated.

Technical Evaluation Framework

The Bidder's technical solution proposed in the Technical Evaluation bid document will be evaluated as per the evaluation criteria mentioned in the following table.

S. No.	Evaluation Criteria	Scoring Pattern		Maximum Marks	Required Documents
		Particulars	Marks		
A. Firm Evaluation (30 Marks)					
A.1	Communications / Social Media / Media Analytics / Events related experience of Bidder with Government / State Department / PSU / top Private Sector Organisations with minimum work order value of Rs 40 Lac for each	> 2 projects	3	15	Details of Projects as per Format provided along with Work order / self-certified completion certificate/
		> 4 projects	6		
		> 6 projects	9		
		> 8 projects	12		
		>10 projects	15		

	project. A long term single project's tenure is taken as a separate project after each 2 year interval.				certificate of continuing project from Client
A.2.	Experience (No of projects) of deploying all Medium, all language news Aggregation, Analysis and Reporting on a single platform for Central / State Government Department / PSU / top Private Sector organisations with minimum work order of Rs. 20 lac. A long term single project's tenure is taken as a separate project after each 2 year interval.	> 2 Projects	3	15	Details of Projects as per Format provided along with Work order / self certified completion certificate / certificate of continuing project from Client
		> 4 Projects	6		
		> 6 projects	9		
		> 8 projects	12		
		>10 projects	15		
B. Evaluation of Presentation on Creatives, News Analytics capabilities and Idea for Dashboard / Application (50 Marks)					
B.1	Strategy Presentation To showcase Agency's understanding of the domain and Ministry, and the proposed way forward		10	50	Copy of Presentation with brief notes
B.2	Creative Presentation To showcase how to drive social media effectively Creative Illustrations: 1) 5 Social Media Post Samples 2) 5 Pamphlets / Brochures / E Books / Guide Books 3) 5 Video magazines / Vlogs / Animations		15		

	4) 5 Full Page ads			
B.3	Media Listening, Analytics and Archives Presentation To showcase how media intelligence and analysis helps implement citizen friendly measures better and faster 1) Insights from all mediums and languages: Print, Web, Social Media and TV news 2) Topic wise analysis of media coverage 3) Media impact measurement for each medium 4) News aggregation and Archive capabilities	15		
B.4	Proof of Concept and Implementation Plan for Dashboard / Mobile Application To showcase the design and plan of Dashboard and Mobile Application 1) Proof of Concept for Dashboard and App 2) Visual representation of the Dashboard and App 3) Detailed Implementation Plan 4) Technology Integration during service delivery	10		
C. Evaluation of Personnel (20 Marks)				
1.	Team Leader	5	20	Detailed CV as per prescribed format along with supporting evidences.
2.	Senior Content Writer - English	3		
3.	Content Writer - Hindi	3		
4.	Graphic Designer cum Multimedia Editor (2)	6		
5.	Social Media Manager	3		
	TOTAL MARKS (A+B+C)	100		

The evaluation of each Personnel shall be based on the following criteria:

- a. Experience relevant to Scope of Works under this RFP: **60%**
- b. Suitability with respect to minimum criteria defined in this RFP: **40%**

The technical score is assigned out of the maximum 100 (hundred) marks, to each of the responsive bids, as per the aforementioned technical evaluation framework.

Stage 2: Financial Evaluation

- a. All the technically qualified bidders will be notified to participate in Financial Bid opening process.
- b. The financial bids for the technically qualified bidders will then be opened on the notified date and time in the presence of representatives of qualified bidders and reviewed to determine whether the financial bids are in accordance with the RFP requirements. Bids that are not substantially responsive are liable to be disqualified by the Authority.
- c. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d. Any conditional bid would be rejected.

The Financial Proposals are also given cost-score based on relative ranking of prices, with 100 (hundred) marks for the lowest and pro-rated lower marks for higher priced offers.

The normalized financial score of the technically qualified bidders will be calculated, while considering the financial quote given by each of the Bidders in the Financial Bid as follows:

Normalized Financial Score of a Bidder = {Lowest Financial Quote of Bidder / Financial Quote of Bidder under consideration} X 100 (adjusted to 2 decimals)

Stage 3: Final score calculation through QCBS

The final score will be calculated through Quality and Cost selection method based with the following weightage:

Technical: **80%**

Financial: **20%**

Final Score = (0.80*Normalized Technical Score) + (0.20* Normalized Financial Score)

- a. The bidder with the highest Final score shall be treated as the Successful bidder.
- b. In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

2.9.5 Negotiations

Normally there should be no post tender negotiations, it would be only on exceptional circumstances, if considered necessary and shall be held only with the Agency as

per extant rules that shall be placed as H-1 bidder after combined evaluation of the Technical and Financial bids, as indicated above. This will be subject to Government rules and procedure in the matter. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Agency.

2.9.6 General Conditions

- (i) Bids once submitted cannot be amended.
- (ii) Any Bid which does not quote for all items will be determined to be non-responsive and may be rejected.
- (iii) The Agency shall not assign or sublet the contract or any substantial part thereof to any other agency, without written consent of the Authority.
- (iv) Technical bids and financial bids will be opened, in the presence of Bidders representatives (one for each bidder), who wish to be present.
- (v) The bidders shall not include/indicate any financial cost direct/indirect in the proposed technical bid. Proposals indicating financial cost in technical bids shall be rejected at the technical stage only.

2.10 Arbitration

- (i) If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract, the Authority would appoint a sole arbitrator, which shall be accepted by the Agency. The decision of the arbitrator would be final and binding on both the parties.
- (ii) It is also a term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.
- (iii) The Venue of the arbitration shall be at New Delhi. Subject to as aforesaid, the provision of the Indian Arbitration Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

2.11 Labour Laws and Safety Measures

Agency gives a binding representation that any legal / semi legal prosecution / penalty befalling any activity undertaken to fulfil this contract shall be the sole responsibility of the Agency, and the Authority will not be liable to any direct / indirect prosecution / penalty because it receives services.

2.12 Applicable Law and Jurisdiction

This contract/work order arising out of this bidding process, including all matters connected therewith with this contract/work order shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

2.13 Indemnification

- (i) Agency shall always indemnify and keep indemnified Authority against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this work order.
- (ii) All claims regarding indemnity shall survive the termination or expiry of the work order.

2.14 Force Majeure

- (i) For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of either party.
- (ii) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, if any concluded, the relative obligation of the part affected by such force majeure lasts. The terms "Force Majeure" as implied herein shall mean acts of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Agency. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy-two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.
- (iii) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.15 Failure and Termination Clause

Time and date of delivery and period of execution shall be essence of the contract. If the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the Authority may without prejudice to any other right or remedy available to him to recover damages for breach of the contract: -

- (i) Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the RFP.
- (ii) Cancel the contract or a portion thereof by serving prior notice to the Agency.
- (iii) The Authority may take a decision to cancel the contract with immediate effect and / or debar / blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the Authority and shall take any other action as deemed necessary.

2.16 Agency Code of Conduct and Business Ethics

The Authority is committed to its "values & beliefs" and business practices to ensure that Agency, who provides services, will also comply with these principles.

2.16.1 Bribery and Corruption:

Agencies are strictly prohibited from directly or indirectly (through intermediates or sub-contractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

Agencies shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the Authority. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of the Authority. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the Authority or any entity thereof shall not have or incur any obligation in respect thereof. The Agency shall indemnify in respect of any loss or damage suffered by the Authority on account of such fraud, misrepresentation, or suspension of material facts. The agency will be solely responsible for the omission and commission of the employees deployed by them.

The Bidders shall provide an Integrity & Ethics Undertaking as per Annexure III of this RFP.

2.17 Exit Management

a) Purpose:

- This Schedule sets out the provisions, which will apply on expiry or termination of the Agreement / Work order, the Project Implementation and Performance Assessment.
- In the case of termination of the Project Implementation, the Parties shall agree at that time whether, and if so during what period, the provisions of this Clause shall apply.
- The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

b) Transfer of assets:

- NHIDCL shall be entitled to serve notice in writing to the Agency at any time during the exit management period as detailed herein above requiring the Agency to provide Authority with a complete and up to date list of the assets within 30 days of such notice.
- The Authority shall then be entitled to serve notice in writing to the agency at any time prior to the date that is 30 days prior to the end of the exit management period requiring the agency to transfer to NHIDCL as determined as of the date of such notice in accordance with the provisions of relevant laws.

- In case of Agreement being terminated by Authority, the Authority reserves the right to ask the agency to continue running the project operations for a period of 6 months after termination orders are issued.
- Upon service of a notice under this Article the following provisions shall apply. In the event, if the Assets to be transferred any institutions by the agency, the agency shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Authority.
- All risk in and title to the Assets to be transferred/ to be purchased the NHIDCL pursuant to this Article shall be transferred to Authority, on the last day of the exit management period.
- Payment to the outgoing agency shall be made to the tune of last set of completed services/deliverables, subject to performance requirements.
- The outgoing agency will pass on to the Authority and/or to the Replacement agency, the subsisting rights in any licensed products on terms not less favourable to the Authority, Replacement Agency, than that enjoyed by the outgoing agency.

2.18. Sub-contracting

No sub-contracting or assignment will be permitted. The selected agency will not sub-contract or transfer the contract to any other agency.

2.19. Office of the Agency

The Agency should have a functional office in India.

SECTION 3: TERMS OF REFERENCE (TOR)

3.1. Background:

The Ministry of Road Transport & Highways (MoRTH) is an apex organisation under the Central Government, entrusted with the task of formulating and administering, in consultation with other Central Ministries / Departments, State Governments / UT Administrations, organisations and individuals, policies for Road Transport, National Highways and Transport Research with a view to increasing the mobility and efficiency of the road transport system in India.

The National Highways & Infrastructure Development Corporation Limited (NHIDCL) is a fully owned company of the Ministry of Road Transport & Highways (MoRTH). The company promotes, establishes, designs, builds, operates, maintains and upgrades National Highways and Strategic Roads including roads in parts of India that shares international boundaries with neighbouring countries. NHIDCL also undertakes development and operations of other infrastructure projects in Himalayan region and UT of Andaman & Nicobar along with anchoring several initiatives under Ministry of Road Transport & Highways (MoRTH).

3.2. Objective of the Assignment:

MoRTH intends to hire a Communication Agency for handling its communication and public relation activities, which would include preparation of Branding and Communication Strategy, Media Tracking, Social Media Management, Documentation through Video and Photography etc. For this purpose, it has assigned NHIDCL to undertake the bidding process for selecting the Communication Agency.

3.3. Scope of Works:

The scope of works covered under this RFP is elaborated as below:

A. Handling Communication and Branding Activities of MoRTH

a) Communication Strategy & Planning

- (i) Undertake review of all existing communications, branding (websites, brochures, videos etc.), and program (events) plans (digital and physical) and identify initiatives for greater outreach.

- (ii) Plan & design a detailed brand promotion strategy & create annual plan of different activities covering all mediums along with suggesting a 360-degree communication and marketing strategy.
- (iii) Benchmark communication strategies through review of case studies of similar organisations/ministry (national / international) and propose best / innovative practices in the domain.
- (iv) Develop / update ministry's communication strategy & plans including strategic planning & implementation of campaigns, internal communications, media engagements, etc.
- (v) Develop methodologies to engage and communicate with key stakeholders, including government officials, industry partners, people of eminence and the public.
- (vi) Develop strategies for enhancing outreach in domestic and international markets to showcase achievements, key initiatives, marquee projects, etc. through creative and publicity materials.
- (vii) Suggest brand ambassadors and influencers and collaborate with bloggers/influencers to increase reach and to connect with more target groups.
- (viii) Develop & implement a crisis management mechanism to, inter alia, identify and mitigate negative publicity, if any.
- (ix) Assess different approaches that can be adopted for enhancing organizational communications with recommendations on the best approach & techniques to implement the same.

b) Research and Design of Branding & Collaterals

- (i) Undertake research and stakeholder interactions for promotion of brand concepts, creative elements, messaging / positioning and the overall brand initiatives.
- (ii) Conduct ideations to develop creative elements including design concepts, logos, messages, mission statement, tagline, and other products to support the overall brand initiative.

- (iii) Prepare a Brand Manual including brand standards (i.e. brand standard phrases, taglines, and narratives) and identity guidelines (colour palette) including the logo design, image standards, and templates to ensure consistency.
- (iv) Design brochures, leaflets, signages, banners, backdrops, etc. for key announcements, project updates, and events, as and when required
- (v) Design ministry's publications including print advertisements, reports, presentations, giveaways/Collaterals (pens, folders, notebooks, etc.) and any other material for internal and external use.
- (vi) Provide translation services for English to Hindi & vice-versa during development of creatives & other deliverables.
- (vii) Assist during events including designing of event themes, designing invitations, anchor pre/post-event communications and any other matters requiring relevant inputs.

c) Coordination

- (i) Monitor printing / production of creative / publicity material by agencies identified by Client.
- (ii) Coordinate the production of images and films in coordination with the production team
- (iii) Coordinate the execution of various events organised by MoRTH in collaboration with Media Division, MoRTH

d) Knowledge Management & Support Services

- (i) Protect / secure sensitive information such as passwords, content, archives and any-other information related to the scope.
- (ii) Maintain a limitless archive of all mediums, creatives designs, images and films and ensure their easy accessibility 24/7/365 from the date of commencement of work.
- (iii) Any other works as assigned from time to time

B. Handling Digital and Social Media for MoRTH

1) Handling of MoRTH's social media on Daily basis

- (i) Manage all social media platforms of the organisation (Facebook, YouTube, Twitter (X), Instagram, LinkedIn etc.)
- (ii) Moderate presence on all platforms including regular profile updates, cover photo, background image change and deal with spam, unauthorized advertisements, inappropriate content etc.
- (iii) Create daily/weekly infographic contents for enhanced engagements such as texts, posts / threads, photos, videos, audios, GIFs, online surveys, blogs / vlogs, podcasts, contests, newsletters and other multimedia material.
- (iv) Upload the video content on official YouTube channel with description matching the brand keywords and relevant tags
- (v) Participate in trending hashtags regularly and develop strategic contents for greater engagement of public on organisational posts / media including tagging of relevant organisations / people.

2) Campaigns, Events through MoRTH's social media handles

- (i) Execute at least one high impact social campaign per month on social media in the form of contests, tweet chats etc. that helps spread word.
- (ii) Identify brand ambassadors and influencers and tag them in conversation, also, explore opportunities for collaboration with bloggers/influencers to increase reach and connect with target groups.
- (iii) Create a buzz on pre-event, during event and post event through social media posts
- (iv) Provide coverage of events & initiatives of the organisation on social media handles and engage personnel to enhance reachability.

3) Grievance Handling through Social media

- (i) Ensure Grievance handling and adequate engagement through MoRTH's social media handles across various platforms
- (ii) Handle queries / comments / suggestions from the audience through social media and address it appropriately within 24 hours including queries which may require consultation with authorities.

- (iii) Obtain feedbacks from public and conduct specialised / targeted interviews of stakeholders as and when required to enhance contents created

4) Digital Media and Other Activities

- (i) Enhance organization's digital presence through the design and management website elements, events, conferences and other online/ offline branding materials.
- (ii) Create blogs that represent MoRTH activities every 2 weeks
- (iii) Create a monthly video magazine for MoRTH.
- (iv) Develop digital materials such as digital advertisements, invitations, e-newsletters, talking points, briefs, booklets / reports, etc. for pre-event and post-event communications.

5) Search Engine Optimisation

- (i) Carry out relevant, effective and periodical SEO for the website and allied digital media / properties using content that form the core of the campaign for showing up on the top of the results charts in major search engines.
- (ii) Undertake work on backend linking of existing digital properties not limited to Website and Social Media pages, creating mirror and clone websites.
- (iii) Work on real time data from Google Trends and other digital media monitoring software / database.

C. All Media Aggregation, Analysis & Archiving:

1) Web Based Portal for Media Aggregation and Analytics

- (i) A cloud based online media monitoring and analytics platform along with mobile app need to be deployed by the Agency. This platform can be a proprietary software of the Agency or can be licensed from a third party and necessary customization can be done.
- (ii) This platform should be capable of carrying out tracking, tagging, analysing and archiving of news items, posts, videos across Print, TV, social media and Digital media platforms

- (iii) There must be a dashboard of the platform with user access management which should show media coverages from various source tagged to various topics, source details, analysis etc.
- (iv) Integration with SMS and Email Module so that necessary alerts shall be sent through mobile application and email to relevant authorities on the items requiring prompt actions or act as a guideline to MORTH.
- (v) All the topics scanned/tagged shall be archived with relevant indexing and summary of the topic and relevant print, video or text segment shall be stored for the period of engagement.
- (vi) The user of the web or mobile application should be able to view the scanned image of print, video segment of TV and relevant texts on Social Media Platforms.

2) Media Tracking and Aggregation

- (i) Track and analyse media coverages (publications, web media, social media & satellite news TV) of the organisation, its projects, personals & initiatives across various platforms. Monitoring across mediums should be done within 4 hours of any relevant content being published across mediums and languages
- (ii) Track print media publications and editions (at least 350) across all major regions in India in multiple languages that can give the Ministry a nationwide understanding of the media coverage in all official languages and any other languages suggested by NHIDCL/ MoRTH and mutually agreed to.
- (iii) The aggregation shall also include prominent international publications (Digital) (at least 20) such as WSJ, NYT, Bloomberg, Economist, FT, Nikkei Asia, Fortune etc. The list of sources shall be agreed with Client by the Agency
- (iv) Monitor News TV channels (at least 50) across Business / Hindi / English / Regionals genres. Languages to be scanned and analyzed are English, Hindi, Malayalam, Kannada, Telugu, Tamil, Marathi, Gujarati, Bangla, Odia, Assamese Urdu, Punjabi; and any other languages suggested by NHIDCL/ MoRTH and mutually agreed to.
- (v) Monitor relevant Social Media Platforms with unlimited keywords, across territories that impact Ministry's areas of concern and submit weekly report

- (vi) Track Web media such as General/Industry sites/Blogs/ journals/Forums /Think Tanks which are relevant to the Ministry and submit weekly report
- (vii) Monitoring across mediums should be done within 4 hours of any relevant content being published across mediums and languages.
- (viii) All monitoring, analysis and archiving of relevant data should be accessible on the dashboard and a Mobile App

3) Analysis and Reporting

- (i) Analyse each Highway under the Ministry, and do 'spokesperson analysis' across all mediums and languages daily, including geographic analysis, thematic analysis (on specific issues/ theme, ex. tolling, road safety, blackspots, environment, traffic congestion, etc.), campaign analysis, etc.
- (ii) Scan all relevant media sources regularly, create gist of key highlights and coordinate with authorities to enable effective responses to citizens.
- (iii) Prepare and submit report on trends from messages by keyword/theme/region/officials/citizens, on inputs shared by MoRTH, NHAI, NHIDCL and related organizations.
- (iv) Share daily reports of positive, negative and neutral coverages across all mediums and sharing with respective teams as suggested by Authority.
- (v) Track the trends of reachability of social media engagements of the organisation and realign strategies for greater engagements. The agency shall submit monthly "Effectiveness Analysis" reports to authority highlighting the performance across various platforms.
- (vi) Identify recurring coverages (positive, negative or neutral) of the organisation and submit reports / briefs on each to the authority.

4) Archiving

- (i) Maintain a limitless archive of all mediums which must be accessible 24/7/365 on a secure dashboard; the archive must be word Searchable / Theme searchable
- (ii) The archive must have data across mediums of each day, month and year, across mediums, states and media vehicles. The data must be meta tagged and analysed with suggested readings.

- (iii) The archive should also include archives of data/news items received from the previous Media Agency.

D. Grievance Handling and Citizen Response Management System: A Portal needs to be developed and deployed for Grievance Handling and Citizen Response Management System. National Highways face various issues on a day today basis. To address these issues expeditiously and serve the citizens well, a GIS platform that aggregates urgent issues across languages and mediums has to be developed and deployed. Topics to be covered will be mandated by MoRTH / NHIDCL.

All regional offices of all constituents of MoRTH will be mapped, The grievances and issues which requires immediate response need to be collected from all sources and logged into this portal. The grievances will be geo tagged and Geographical (RO wise) segregation of the Grievances shall be done.

All these issues raised by citizens shall be allocated to the concerned officials for resolution. Responses from the officials will be analysed and coordinated with the MoRTH and related organisations. The redressal of these Grievances shall be tracked and closed after suitable action is taken.

Note:

- All creative and publicity material designed will be of international quality and standards. The Authority would have full right to reject unsatisfactory & poor quality material, at no cost to the Authority.
- The complete copyright and other intellectual property right(s), if any, in all creative and publicity material produced would rest with the Authority for all time to use. This shall include full copyright of images used in the creative and publicity material.
- The Agency will ensure submission of required creatives/ publicity material and any other work undertaken within the time frame specified by the Authority.
- Printable/ Open files/ editable files of all the creative content must be shared with the Authority.
- It is to be noted that the above points and scope are tentative and may vary as per requirement.

3.4. Deliverables:

The indicative deliverables for various activities mentioned in the Scope of Work shall be as follows:

S. No		Scope	Deliverables	Timelines / Frequency
A. Handling Communication and Branding Activities of MoRTH	1	Communication Strategy & Planning	a) Brand Promotion Strategy (incl. communications. & marketing strategy)	Within 90 Days from LoA; to be updated every 6 months or as directed by Authority.
			b) Standard Operating Processes for various activities	
			c) Annual Plan of activities	
	2	Research and Design of Branding & Corporate Collaterals	Brand Manual, Guidelines and templates	Within 45 days from approval on A.1.a) / As directed by Authority
			Creative Design of brochures, leaflets, signages, banners, backdrops, print advertisements, reports, presentations, giveaways/Collaterals	As directed by Authority
	3	Coordination and Supervision	Reports related to each event organized and other activities as mentioned in Clause 3.3.A.d of this RFP	As directed by Authority
	4	Knowledge Management & Support Services	Repository Management	Weekly Basis
	1		i) LinkedIn – 20 posts	Monthly basis

S. No		Scope	Deliverables	Timelines / Frequency
B. Handling Digital and Social Media for MoRTH		Handling of MoRTH's social media on Daily basis	ii) Twitter (X) – 60 posts	
			iii) Instagram – 60 posts	
			iv) Facebook – 60 posts	
			v) YouTube – 10 Videos	
			vi) Testimonials – 5	
	2	Campaigns, Events through MoRTH's social media handles	Campaigns - 1 No	Monthly basis
			Events	As directed by Authority
	3	Grievance Handling	Within 24 hours	Continuous Activity
	4	Digital Media and Other Activities	i) Blogs – 3 Nos	Monthly basis
			ii) Vlogs – 3 Nos	
			iii) Emailers – 10 Nos	
			iv) Support in Website Updation along with development of Creatives for the website	Monthly / as directed by Authority
			v) Newsletters	Quarterly / as directed by Authority
C. All Media Aggregation,	1	Web Based Portal for Media	Deployment of Web Based Platform and Mobile App	Within 30 Days from Signing of Contract

S. No		Scope	Deliverables	Timelines / Frequency
Analysis & Archiving		Aggregation and Analytics		
	2	Media Tracking and Aggregation		Within 4 hours of any relevant content being published across mediums and languages
	3	Analysis and Reporting	Print and Electronic Media Report	Daily
			Social and Digital media Report	Daily
	4	Archiving		Daily
D. Grievance Handling and Citizen Response Management System		Emergency response of Grievances	Logging into the portal, geotagging and tracking of the resolution	Within 24 hours

Note: The Client reserves the right to alter / modify / add number and type of deliverables during the course of engagement.

3.5. Teaming Arrangements:

A dedicated team shall be deployed by the Agency at Client's location for carrying out the services detailed out under the sub clause A and B of clause 3.3, i.e. (A) Handling Communication and Branding Activities of MoRTH and (B) Handling Digital and Social Media for MoRTH. The team shall consist of key personnel as listed below, to be stationed at the MoRTH, at Transport Bhawan in New Delhi throughout the duration of engagement. The minimum qualifications & experience of the team shall be as follows:

S. No.	Position & Schedule	Minimum Qualifications & Experience
1	Team Leader (Full Time)	<p>i. Graduate in Journalism / Mass Communication / Communication / Media Studies / Public Relations Fine Arts / or equivalent from a recognized university.</p> <p>ii. Must have at least 12 years of relevant experience with deep understanding of corporate communications and media management, preferably with large scale public / private / not-for profit organizations.</p> <p>iii. Preferably have at least 3 years of relevant experience of working with Government</p> <p>iv. Must have prior experience of handling communications, social media, electronic or print media or broadcast media/ content management for website, etc. for Clients.</p> <p>v. Should have demonstrated experience in areas of analysis of data related to communications and media management.</p> <p>vi. Should have excellent working knowledge of MS Office / Excel, Social Media tools / applications and have demonstrated ability to collaborate in a multi-stakeholder ecosystem.</p>
2	Senior Content Writer - English (Full Time)	<p>i. Graduate in Mass Communications / Journalism / Liberal Arts or similar field from a recognized University.</p> <p>ii. Must have at least 8 years of relevant experience in content writing in English for marketing campaigns, corporate communications, etc.</p> <p>iii. Preferably have at least 2 years of relevant experience of working with Government.</p>

S. No.	Position & Schedule	Minimum Qualifications & Experience
		<p>iv. Should have excellent script / content writing skills and proven experience in writing of blogs, social media posts, etc. in English.</p> <p>v. Should have excellent working knowledge of MS Office / Excel, Social Media tools / applications and have demonstrated ability to collaborate in a multi-stakeholder ecosystem.</p>
3	Content Writer – Hindi (Full Time)	<p>i. Graduate in Mass Communications / Journalism / Liberal Arts or similar field from a recognized university.</p> <p>ii. Must have at least 3 years of relevant experience in content writing in Hindi for marketing campaigns, corporate communications, etc.</p> <p>iii. Should have excellent script / content writing skills and proven experience in writing of blogs, social media posts, etc. in Hindi.</p> <p>iv. Should have excellent working knowledge of MS Office, Social Media tools / applications and have demonstrated ability to collaborate in a multi-stakeholder ecosystem.</p>
4	Graphic Designer cum Multimedia Editor (Full Time) (2 nos)	<p>i. Graduate / Diploma in Fine Arts / Graphic Design / Communication Design or equivalent from a recognized University.</p> <p>ii. Must have at least 4 years of relevant experience in graphic designing, web designing, animation, UI/UX, visualizations, etc.</p> <p>iii. Preferably have at least 2 years of relevant experience of working with Government</p>

S. No.	Position & Schedule	Minimum Qualifications & Experience
		<p>iv. Should be versed with relevant Govt Guidelines, codes and procedures with respect to graphic designing and visualization.</p> <p>v. Should have excellent knowledge of various software used in Graphic Designing such as Adobe Suite, CorelDraw, Paint Shop, Procreate, etc.</p> <p>vi. Should be well versed with creation of Vlogs, Blogs, Podcasts, Reels, YouTube Shorts, etc.</p>
5	Social Media Manager (Full Time)	<p>i. A Graduate in Communications / Mass Communications / Media Arts / Visual Communications / or equivalent from a recognized university.</p> <p>ii. Must have at least 8 years of relevant experience in social media management, SEO, media analytics or similar domain.</p> <p>iii. Preferably have at least 3 years of relevant experience of working with Government</p> <p>iv. Must have prior experience of creating and successfully executing at least 2 social media campaigns across various platforms, including digital, print and broadcast.</p> <p>v. Must have proficiency in Hindi & English languages. Proficiency in other languages in India shall be preferred.</p>

For the services listed under sub clause C and D of clause 3.3 i.e. (C) All Media Aggregation, Analysis & Archiving and (D) Grievance Handling and Citizen Response Management System, the agency needs to keep manpower at its office and quote lumpsum fees which would include the manpower cost for providing these services.

Notes:

- The mobilization and demobilization of any of the personnel shall be done only after the prior written approval of the Client.
- The scope of work of all the experts also includes “Any other work as directed by the Client in the interest of the Project”
- The team as defined above needs to provide 24*7 support and shall act as a dedicated team to be assigned to MoRTH. No home input will be allowed for any personnel.
- The Client may increase or decrease the quantity of the experts in the interest of the Project
- The reimbursable invoices shall be supported with valid supporting documents
- The **Team Leader** shall report to the Officer in-charge of Media Division MoRTH or as directed by the Authority
- In case a change of personnel is unavoidable because of resignation, illness, accident, inadequate performance, or personality conflict, the following conditions shall be considered:
 - i. Any replacement should be as well qualified or better qualified than the person being replaced;
 - ii. The remuneration should not be more than that was agreed upon for the person being replaced;
 - iii. The consultant/ service provider should bear all costs arising out of or incidental to the replacement (such as airfares for the substitute expert).
 - iv. Substitution of key personnel may be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may be carried out only in consultation of the Ministry, and after due interview process of the designated officials of the Ministry, of the replacement.
 - v. If there is delay in providing substitution by the successful bidder, payment towards such key personnel shall be deducted for the duration of absence along with additional penalty to the firm of 10% of the amount that would have been payable otherwise, for the key personnel, for the said duration.

3.6 Payment Terms:

There shall be two components to the Payment to be made to the Agency, as below:

- A.** The Team proposed above shall be responsible for the Scope of Work listed under A. Handling Communication and Branding Activities of MoRTH and B. Handling Digital and social media for MoRTH. For the work to be undertaken by this dedicated team deployed, a monthly fee shall be paid to the Agency as per the Cost put up under Financial Form and as subsequently agreed with Authority upon negotiations.
- B.** For the Scope of Work listed under C. All Media Aggregation, Analysis & Archiving and D. Grievance Handling and Citizen Response Management System, the Agency shall be paid monthly fees as per the Cost put up under Financial Form and as subsequently agreed with Authority upon negotiations. This monthly fee for Media Aggregation, Analysis & Archiving shall include the cost of deploying the software and mobile applications, tracking, archiving, analysing the new items from various source detailed out in the scope of work (print, electronic, social and digital media) and submitting the required deliverable. The monthly fee for Grievance Handling and Citizen Response Management System will include development and deployment of the portal, collecting, updating and geo tagging of the grievances and tracking of these grievances till their resolution.

Media analytics module, as well as Citizens grievance module should have fixed cost, as per tender price.

A monthly invoice including the above two cost shall be raised by the Agency along with dossier of all deliverables submitted to Client in the reporting month.

Payments for Travel: As and when required, the authority may require any of the resources of the deployed team to travel within India for work. Arrangements for such travel including boarding and lodging etc. shall be made by authority, according to its policy for various levels of resources.

Notes

- The reimbursable invoices, if any, shall be supported with valid supporting documents.
- Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.
- The Bidder's quoted price is deemed to have included all charges/expenses for the successful implementation of the assignment which are important but not included in the ToR.

- The taxes in the invoices against the invoices of the reimbursable should not include “Double Taxation”. The taxes to be reimbursed should be supported with valid supporting documents.
- The bidder shall submit the travel plan for approval by Media Division, MoRTH, in case any travel is required for delivering the services related to the scope of works as mentioned in the RFP. The selected Bidder shall obtain the prior approval from the said Authority before undertaking such travels and expenses towards travel & accommodation shall be borne by the Bidder that shall be subsequently reimbursed by Authority upon submission of invoice along with original supporting documents such as but not limited to tickets, bills, etc., as per the following entitlement for all categories of deployed resources: -
 - i. For Road Travel: Upto Rs 10 per KM only
 - ii. For Train Travel: AC-2nd Class Only
 - iii. For Air Travel: Economy Class
 - iv. For Lodging: Upto Rs 3750 Only per night
 - v. For Food: Upto Rs 1000 per day

3.7. Other Terms of Service

- A. Performance Review: The agency will submit a suggested process of Performance Review on monthly basis before signing of contract. This will be appropriately and suitably amended (if required) by MoRTH and implemented.
- B. Reporting: The agency should suggest the no. of reports eliciting periodicity, format and content of such report which should help the management of MoRTH to know the exact position of the efforts undertaken.
- C. Data Security and Prevention of Fraud: The agency will undertake that all process and standards are being followed to ensure that the data is secure and is immune to any fraudulent activity. In case of any such leak /breach of data, the entire legal, financial, and other consequences will be borne by the firm/agency. The bidder shall provide an Undertaking as mentioned in this RFP document

- D. Legal matter, including copy-right of content: Agency will have the responsibility of ensuring that all content featured/published on the basis of this assignment is free of legal encumbrances including of copy-right issues. The MoRTH will not have any responsibility in this matter. IPR of all content will solely vest with MoRTH.

3.8. Facilities and Support Services to be provided by the Client:

The Employer will be responsible for the provision of the following facilities and support services:

- (i) Access to resources relevant for working of the Agency as well as introduction to functionaries across Divisions who are likely to play a role in the activities under this assignment.
- (ii) Table space will be provided for the personnel in the HQ Office in New Delhi, having good lockable space for office equipment, etc.
- (iii) Any other support as may be considered necessary for smooth execution of the assignment, such as good office.

3.9. Arbitration

3.9.1. Any Dispute which is not resolved amicably by conciliation, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 3.9.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English.

3.9.2 Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator to be appointed as per the procedure below

- (a) Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty(30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall

appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

3.9.3 Substitute Arbitrator

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

3.9.4 Qualifications of Arbitrator

The sole arbitrator selected pursuant to Clause 3.9.2 hereof shall be expert with extensive experience in relation to the matter in dispute.

3.9.5 The Arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 8 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

3.9.6 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

3.9.7 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

3.9.8 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the parties be held in Delhi.
- (b) The English language shall be the official language for all purposes;
- (c) The decision of sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement; and
- (d) The schedule of Expenses and Fee payable to the Arbitrator shall be as under

Sr. No.	Particulars of Fees and Expenses	Maximum amount payable per case
1	Fee	(i) Rs. 25,000/- per day;

		(ii) 25% extra on fee at (i) above in case of fast-track procedure as per Section -29 (B) of A&C Act; Or 10% extra on fee at (i) above if award is published within 6 months from date of entering the reference by AT; Alternatively, the Arbitrator may opt for a lump-sum fee of Rs. 5.00 Lakh per case including counter –claims.
2	Reading charges- one Time	Rs 25,000/- per case including counter claims.
3	One –time charges for Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.)	Rs. 25,000/- per case
4	One time charges for publishing/declaration of the Award	Rs. 40,000/-
5	Other expenses (As per actual against bills subject to ceiling given below)	
(i)	Travelling expenses	Economy class (by air), First class AC (by train) and AC Car (by road)
(ii)	Lodging and Boarding	Rs. 15,000/-per day (in metro cities); or Rs. 8000 per day (in other cities); or Rs. 5,000/- per day, if any Arbitrator makes their own arrangements.
6.	Local travel	Rs. 2,000 /- per day
7	Extra charges for days other than meeting days (maximum for 2 X ½ days)	Rs. 5000 /- per ½ day for outstation Arbitrator
Note	1. Lodging boarding and travelling expenses shall be allowed only for the arbitrator who is are residing 100 kms. away from the venue of meeting,	
	2. Delhi, Mumbai, Chennai, Kolkata, Bengaluru and Hyderabad shall be considered as Metro cities.	

In exceptional cases, such as cases involving major legal implications/wider ramifications/higher financial stakes etc. a special fee structure could be fixed in consultation with the Contractor/Supervision Consultants and with the specific approval of the <Agency> before appointment of the Arbitrator

SECTION 4: BID FORMATS

ANNEXURE- I: Technical Bid Form

Date:

Place:

To,

.....

Sub: RFP for Engagement of Communication and Media Tracking & Analytics Agencies for MoRTH

Dear Sir,

With reference to your RFP Document dated....., I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for Engagement of Communication and Media Tracking & Analytics Agency for MoRTH. The Technical proposal is unconditional and unqualified.

2. I / We are submitting our Proposal as [*name of the Bidder*].
3. I / We understand you are not bound to accept any Proposal you receive.
4. I / We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
5. I / We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
6. I / We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I / We certify that in the last 5 (five) years, we have neither failed to perform on any project or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any project or contract terminated by any public authority for breach on our part.
8. I/We declare to have:
 - a. examined and have no reservations to the RFP, including any Addendum issued by the Authority; I/We do not have any conflict of interest in accordance with the terms of the RFP.
 - b. not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any tender or request for

proposal issued by or any agreement entered into with Authority or any Central or State/UT Government, or any other public sector enterprise or authority; and

- c. taken steps to ensure that no person acting for us or on my/our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice

9. I / We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select a firm, without incurring any liability to the Bidders.

10. I / We certify that

- a. in regard to matters other than security and integrity of the country, I / We or any of my / our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on my/our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- b. in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. I/We further certify that neither I/we nor any of my/our consortium members have been barred by the central government, any state government, a statutory body, or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP
- c. no investigation by a regulatory authority is pending either against me/us or against our affiliates or against our CEO or any of our Partners / Directors/ Managers/ employees.

11. I / We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Government in connection with the selection of a firm or in connection with the selection process itself in respect of the above-mentioned Project

12. I / We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or my/our proposal is not opened or rejected.

13. The Financial Proposal is being submitted in a separate cover.

14. I / We agree to keep this offer valid for 180 (One-Eighty Days) days from the Proposal Due Date specified in the RFP.

15. We agree and undertake to abide by all the terms and conditions of the RFP Document.

(Signature, name, and designation of the authorized signatory)

(Name and seal of the Bidder)

Annexure to the Technical Bid Form

S.No.	Particulars	To be filled by the Bidder
1	Name of the Bidder	
2	Contact details of the Bidder	Address:
		Telephone:
		E-Mail:
3	Details of Tender Document fees	<i>Please specify the Page No. in Technical Bid</i>
4	Details of EMD Amount Payment Receipt No. Transaction Id Issuing Bank	<i>Please specify the Page No. in Technical Bid</i>
5	Power of attorney for authorized signatory	<i>Please specify the Page No. in Technical Bid</i>
6	Board Resolution / LLP agreement of the firm	<i>Please specify the Page No. in Technical Bid</i>
7	Audited copy of balance sheets for last 3 (three) financial years ending FY 23-24	<i>Please specify the Page No. in Technical Bid</i>
8	Audited copy of P&L accounts for last 3 (three) financial years ending FY 23-24	<i>Please specify the Page No. in Technical Bid</i>
9	Chartered Accountant certificate regarding annual average turnover during last 3 (three) financial years ending FY 23-24	<i>Please specify the Page No. in Technical Bid</i>
10	Relevant Projects of the Bidder with Work order/ satisfactory completion certificate for project claimed for technical evaluation	<i>Please specify the Page No. in Technical Bid</i>
11	Detailed CV of the proposed resources as per the qualification and criteria mentioned in the Section 3. Terms of	<i>Please specify the Page No. in Technical Bid</i>

S.No.	Particulars	To be filled by the Bidder	
	Reference. Annexure- VII of this RFP document		
12	Financial Bid Proposal Sheet as per Annexure II	<i>Confirmation regarding submission of Financial Bid through BoQ may be provided.</i>	
13	Integrity Pact as per Annexure III of this RFP	<i>Please specify the Page No. in Technical Bid</i>	
14	Undertaking as mentioned in Annexure- IV of this RFP document	<i>Please specify the Page No. in Technical Bid</i>	
15	Performance Standards and Quality Assurance – Compliance Format-2 of this RFP Document	<i>Please specify the Page No. in Technical Bid</i>	
16	Method Statement Format-2.1 of this RFP Document	<i>Please specify the Page No. in Technical Bid</i>	
17	Work Plan Format-2.2 of this RFP Document	<i>Please specify the Page No. in Technical Bid</i>	
18	Personnel Deployment Plan Format-2.3 of this RFP Document	<i>Please specify the Page No. in Technical Bid</i>	
19	Performance Statement Format - 3 of this RFP Document	<i>Please specify the Page No. in Technical Bid</i>	
20	Non-performance, Litigation Statement Format-4 of this RFP Document	<i>Please specify the Page No. in Technical Bid</i>	
21	Any other document as mentioned in the RFP		
22	Name, Designation and address of the officer to whom all references shall be made regarding this Tender.		
		Tel:	Mobile:
		Fax:	Email:

Name of the Bidder:

Authorized Signatory:

Name:

Seal:

Date:

Place:

ANNEXURE- II: Financial Bid Format

To,

General Manager (Corporate Communication and Business Development),
National Highways & Infrastructure Development Corporation Limited
2nd Floor, Tower-A, World Trade Centre, Nauroji Nagar,
Safdarjung Enclave, Delhi-110029

Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Tender document dated (insert Date). Our **Financial Bid** against the **Scope for work in Section – 3 as well as details defined in the tender document** is as mentioned below. Break- up of the cost, taxes & other charges are as under: -

S. No	Description	Unit Amount (In Rs) (excl. tax)	Quantity	Man months	Total Amount (In Rs) (excl. tax)	Tax Amount (In Rs)	Total Amount (In Rs) (incl. tax)
A	B	C	D	E	F = (C x D x E)	G	H = (G + F)
1	Handling Communication, Branding Activities, Digital and Social Media of MoRTH						
1.a.	Team Leader		1	36			
1.b.	Sr. Content Writer (English)		1	36			
1.c.	Content Writer (Hindi)		1	36			
1.d.	Graphics Designer cum Multimedia Editor		2	36			
1.e.	Social Media Manager		1	36			
2	All Media Aggregation, Analysis & Archiving						
2.a.	Customized Web based Portal for Interactive Web Analytics Platform (Lump sum for 36 Months)						
2.b.	Customized Mobile Application License and maintenance (Lump sum for 36 Months)						
2.c.	TV Channel and publication Tracking and Analysis (Lump sum for 36 Months)						
2.d.	Social media and E-Media Analytics (Lump sum for 36 Months)						

S. No	Description	Unit Amount (In Rs) (excl. tax)	Quantity	Man months	Total Amount (In Rs) (excl. tax)	Tax Amount (In Rs)	Total Amount (In Rs) (incl. tax)
A	B	C	D	E	F = (C x D x E)	G	H = (G + F)
2.e.	Theme based Customized Analytics / Response Team (Lump sum for 36 Months)						
3.	Grievance Handling and Citizen Response Management System						
3.a.	Customized Web based Portal for Grievance Handling and Citizen Response Management System						
3.b.	Grievance Tracking and Resolution						
	Total (1+2+3)						

**Our bid shall be binding upon us up to period of validity as indicated in note above.
We understand you are not bound to accept any bid you receive.**

Date:

Yours sincerely,

Authorized Signatory (In full and Initials)

Name and Title of the Signatory Name & Address of firm (Seal)

ANNEXURE- III: INTEGRITY PACT

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202__ at _____, India.

BETWEEN

Procuring Organisation, ----- through Head of the Procuring Organisation, for and on behalf of President of India (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the "The Bidder/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

'The Principal' intends to award, under laid down organizational procedures, contract/ s for _____, 'The Principal' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the 'The Principal'

(1) 'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a 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. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall 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. The Principal shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Contractor'

(1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he 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 Bidders 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 introduce cartelisation in the tender process.

c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal 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 name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.

e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from tender process and exclusion from future contract

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

(1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

(2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s) If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.

(5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural. Section

9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this 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 Head of the Procuring Organisation.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

(2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

(3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

(5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal

(Name of the Officer and Designation) (Office Seal)

For and on behalf of 'Bidder/ Contractor.'

(Name of the Officer and Designation) (Office Seal)

For and on behalf of the Principal Place

Date Witness

1:

(Name & Address) Witness

2:

(Name & Address)

ANNEXURE- IV: Format for Undertaking

To be provided on 'Company letter head

To

General Manager (Corporate Communication and Business Development),
National Highways & Infrastructure Development Corporation Limited
2nd Floor, Tower-A, World Trade Centre, Nauroji Nagar,
Safdarjung Enclave, Delhi-110029

Subject: Undertaking

Madam/ Sir,

This has reference to National Highways & Infrastructure Development Corporation Limited's RFP No..... dated..... for Engagement of Communication & Creative Agency for MoRTH.

In this context, I/We, as an authorized representative(s) of the company, declare that:

- (i) Presently our Company/ firm has an unblemished record and is not declared ineligible with regard to corrupt and fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.
- (ii) We will undertake the assignment, in accordance with the Scope of Work detailed in the RFP document and at the cost submitted by the agency in the financial proposal.
- (iii) We shall be able to provide a qualified servicing team for undertaking the work related to management of communications and creatives for MoRTH, as per the 'Scope of Work' detailed in the above RFP. The social media team would work closely with the Authority.
- (iv) We have a functional office in India and contact details of the Office are given below:

(Complete address, telephone/ mobile number, e-mail ID and name of contact person to be given)

If this declaration is found to be incorrect then my/our bid security without prejudice to any other action that may be taken, may be forfeited in full and the tender, if any, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder:
Authorized Signatory:
Name:
Seal:
Date:
Place:

ANNEXURE- V: FORMAT FOR PERFORMANCE BANK GUARANTEE

To

General Manager (Corporate Communication and Business Development),
National Highways & Infrastructure Development Corporation Limited
2nd Floor, Tower-A, World Trade Centre, Nauroji Nagar,
Safdarjung Enclave, Delhi-110029

In consideration of “National Highways and Infrastructure Development Corporation Ltd.” (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at (Hereinafter referred to as the “Consultant” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement no. / Letter of Award No ... dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../ (Rupees.....) Including GST for “<Project Description>” (Hereinafter called the “Contract”), and the Consultant having agreed to furnish a Bank Guarantee to the Client as “Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees).

We,having registered office at, a body registered / constituted under the(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand any or, all money payable by the Consultant to the extent of Rs.....(Rupees.....) as aforesaid at any time up towithout any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of

any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The liability of Bank under this Guarantee shall not be affected by any change in the constitution of the consultant or the bank.

Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee is limited to Rs... (Rupees) and it shall remain in force up to and includingand shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.
- b) This Bank Guarantee shall be valid up to
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee).

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE:

- i. The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).

- i. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.*

The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).

ANNEXURE- VI: FORMAT FOR POWER OF ATTORNEY

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. son/daughter/wife and presently residing at ,who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Engagement of Communication and Media Tracking & Analytics Agency by MoRTH (hereinafter referred to as the "Authority") including but not limited to signing and submission of all proposals, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPLE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF.....2***

For.....
(Signature, name, designation, and address)

Witnesses:
1.
2.

Notarized
Accepted

.....
(Signature, name, designation, and address of the Attorney)

Notes: 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s)

and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on appropriate value of non-judicial stamp paper of Rs 500 or as per prevailing regulation of state and duly notarized by a notary public.

2. Wherever required, the Bidders should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

ANNEXURE- VII: FORMAT FOR CURRICULUM VITAE (CV)

1. Position Title

2. Name of Expert: {Insert full name}

3. Date of Birth: {day/month/year}

4. Country of Citizenship/Residence

5. Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

6. Employment record

Period	Employing Organization	Position Held

7. Membership in Professional Associations and Publications:

8. Language Skills (indicate only languages in which you can work):

S.No	Detailed Tasks Assigned on Agency's Team of Experts:	Prior Work/Projects that Best Illustrates Capability to Handle the Assigned Tasks

Personnel's 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 Project in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

Name of the Expert

Signature {day/month/year}

ANNEXURE- VIII: FINANCIAL CAPACITY OF THE BIDDER

S.No	Financial Year	Annual Turnover	Net Worth
1	2023 – 24		
2	2022 – 23		
3	2021 – 22		
Average for last 3 FY			

Certificate from the Statutory Auditor / Chartered Accountant of Firm

This is to certify that (Name of the Bidder) has the Annual Turnover as shown above against the respective years.

UDIN:

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name, and designation of the authorized signatory)

Note: The Bidder may use Provisional Certificate for showcasing the financial capacity for FY 23-24.

ANNEXURE- IX: RELEVANT PROJECTS OF THE BIDDER

1. Project Name:	2. Country / Location within the Country:
3. Name of the Client:	4. Address of Client:
5. Name of the Legal Entity in whose Name the contract is:	6. Duration of the Project (months):
7. No. of person months of the Project:	8. Start date (Month/year): Completion date (Month/year):
9. Approx. value of the overall contract (Rs)	10. Approx. value of the services provided By your firm under the contract (Rs)
11. Name of JV Partner / Sub consultant / associated organizations, if any:	12. Role of JV Partner / Sub Consultant / associated organization:
13. Narrative description of the Project:	
14. Detailed Scope of services:	
15. Details of Services offered relevant to this project:	

Notes:

- Use Separate Sheet for each Project
- Attach relevant supporting documents as proof for each Project

SECTION 5: STANDARD FORM OF AGREEMENT

Agreement to undertake [name of Project]

..... (hereinafter referred to as the “**Authority**”) which expression unless repugnant to context or meaning thereof shall include its successors, affiliates, and assigns) has:

- a. requested M/s [name] [address] (hereinafter referred to as the “**Agency**”) to provide certain services on the general terms & conditions as defined in the RFP.
- b. The Agency, having represented to the Authority that they have the required professional skills, personnel, and technical resources, have agreed to provide the services on the terms and conditions set forth in this Project.

NOW THEREFORE the Authority hereto hereby agrees as follows:

- i. The documents attached hereto shall be deemed to form **an integral part of this Agreement** which includes signed copy of bid document along with other communications/ clarifications a mutually agreed upon, cost estimate pursuant to financial bid and the performance security document through the Bank Guarantee.
- ii. The Agency shall **carry out the Services** in accordance with the provisions of the work order; and the Authority will make payments to the Agency in accordance with the provisions of the work order.
- iii. This Agreement **shall come into effect** on the date the work order is assented to by the Agency, or such other date as may be stated. The Agency shall commence the Services from any date notified by the Authority. Unless terminated earlier pursuant to relevant clauses in this Agreement hereof, this Agreement shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
- iv. **Modification** of the terms and conditions of this Agreement, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.
- v. Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics, or disturbances in the country. **Force Majeure** shall not include (i) 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 (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

- vi. A Party affected by an event of **Force Majeure** shall **immediately notify** the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be **extended for a period equal to the time** during which such Party was unable to perform such action as a result of Force Majeure.
- vii. Neither Party shall be able to suspend nor excuse the **non- performance of its obligations** hereunder unless such Party has given the notice specified above.
- viii. The **Authority may terminate this Agreement**, written notice of termination to the Agency, to be given after the occurrence of any of the events specified in this clause:
 - a. if the Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the Authority may have subsequently approved in writing;
 - b. if, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than fifteen (15) days
 - c. within fifteen (15) days, if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof
 - d. within seven (7) days, if the Agency submits to the Authority a false statement which has a material effect on the rights, obligations, or interests of the Authority. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Authority.
 - e. within seven (7) days, if the Agency, in the judgment of the Authority has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order
 - f. within fifteen (15) days, if the Agency become insolvent or bankrupt
 - g. if the Authority, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days 'decides to terminate this Agreement
- ix. If either Party disputes termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- x. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation. If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the

above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by the concerned Authority, whose decision shall be final and binding.

- xi.** Subject to additional provisions, if any, in this Agreement the Agency's liability under this Agreement shall be as provided by the Applicable Law.
- xii.** The Agency will maintain at its expense, **Professional Liability Insurance** including coverage for errors and omissions caused by Agency's negligence, breach in the performance of its duties under this Agreement from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Agency hereunder or (ii) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].
- xiii.** The **Authority** will

 - a. use its best efforts to ensure that the Government will provide the Agency with work permits and such other documents as necessary to enable the Agency to perform the Services
 - b. issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services
- xiv.** The Authority may constitute committee(s) and decide for the purpose of determining the **remuneration due for additional services** as may be agreed under relevant clauses for modification in this Agreement.
- xv.** The Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall **indemnify** the Authority against any inaccuracy in the work, which might surface during implementation of the project.
- xvi.** The Agency agrees to indemnify and hold harmless the Authority from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorney's fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Authority; (c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter).
- xvii.** As soon as reasonably practicable after the receipt by the Authority of a notice of the commencement of any action by a third party, the Authority will notify the Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Agency from any liability which it may have to the Authority or the third party.

The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages, and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Authority may have at common law, in equity or otherwise.

- xviii.** The Agency shall at all times indemnify and keep indemnified the Authority against any claims/damages etc., of whatsoever nature.

Unless otherwise stated, **notices** to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, post, e-mail, or facsimile transmission and delivered or transmitted to the Parties at their respective addresses.

FORMATS

Format-1

Letter of Award (LoA)

No.....

Date: [.././.....]

To,

The Selected bidders Name.

Address of Selected Bidder:

Line 1.....

Line2.....

Kind Attention: (Authorized Signatory)

Sub: [Name of Work.....]- **Letter of Acceptance (LOA)**-reg.

Sir,

This has reference to your Technical and Financial proposals submitted on for the subject project.

2. The Competent Authority has accepted your Financial Proposal for an amount of **Rs. / (Rupees in words Only)** excluding GST.

3. The above financial quote is excluding GST and inclusive of all other taxes, duties, fees, levies and other imposition imposed under the existing law and the client i.e. NHIDCL shall deduct taxes, as applicable, out of the payments to be made in favour of the Consultant.

4. You are required to confirm your acceptance of this '**LOA**' on priority, you are also required to submit the Performance Security in the form of Bank Guarantee within days of issue of LOA of **Rs. /- (Rupees in words Only)** valid for a period as specified in the RFP. The Bank Guarantee (BG) shall be in the format as given in the RFP.

5. Upon submission of the required Performance Security, you are required to sign the Contract Agreement with [Name of Authority]. Thereafter, the services shall commence immediately from the date of signing of the Consultancy Agreement and accordingly you are required to mobilize the key personnel.

7. You are requested to sign and return the duplicate copy of the LOA in acknowledgement thereof, at the earliest.

Thanking you.

Yours faithfully,

(Name of the Officer,)

Designation

Format-2 Performance Standards and Quality Assurance - Compliance

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Also highlight deviations from Section VII: Performance and Quality Assurance requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No	Ref of Performance Standards and Quality Assurance Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Performance Standards and Quality Assurance requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

Format 2.1 : Method Statement

(To be submitted as part of Technical bid) (on
Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services Bidder's
Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders:

- 1) Bidders must detail the method of performing the activity, indicating quantum and type of - personnel, equipment, and materials to be used. Indicate supervision, reports/ reporting procedure, performance parameters/ specification – target and measurements, documentation, quality control records, and any other relevant detail to distinguish your performance from other bidders. Also indicate complaint redressal procedures and response times.
- 2) Bidders must demonstrate a complete understanding of the scope, nature and resources needed to deliver the Services.
- 3) The Method Statement shall, therefore, include, but shall not necessarily be limited to, the following:
 - (a) *Description of the Bidder's proposed programming and sequencing of all main activities, identifying those for which timing may be critical.*
 - (b) *Description of the measures included in the bid, which shall be implemented to achieve the performance standards and quality of execution required under the contract*
 - (c) *If the Tender Document so require a proposed Service Level Agreement shall also be included – inappropriate details/ format*
 - (d) *Description of arrangements to ensure compliance with the environmental, social, gender, health and safety requirements called for in the Tender Document, which the Bidder proposes to adopt and has included in the bid*
 - (e) *Commentary on the Procurement Entity's Requirements, including the status of the information available and relevant issues for the Works, detailing how the critical requirements shall be achieved.*
 - (f) *Method Statement must be supplemented by information in Work Plan. Personnel Deployment Plan; Equipment Deployment Plan and Materials Deployment Plan*
 - (g) *Anything else, as may be appropriate.*

Format 2.2 : Work Plan

(To be submitted as part of Technical bid) (on
Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services Bidder's
Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Show the timelines and milestones of performance and delivery of activities, bringing out the dependencies and sequencing of activity. Work Plan may be preferably in a Gantt Chart format.

Format 2.3: Personnel Deployment Plan

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: If so desired in Clause 3.5 of this RFP, indicate key Personnel (Managers/ Supervisors/ Executives/ Specialists/ Technicians) and the number of non-key staff required to perform the services to the required performance standards and quality. Bidder shall quote the cost of these personnel in Personnel Schedule Cost Breakup in the Financial Bid. Also, include personnel required for operation and maintenance of equipment (listed in the equipment schedule). Cost of Safety/ Personnel/ Hygiene Material for Personnel are to be included as lumpsum per month (along with other Non-critical miscellaneous materials) in the Material Schedule Cost Breakup in the Financial Bid.

A. Key Personnel

Note to Bidders: Highlight any deviations from Clause 3.5 of this RFP: Key Personnel Schedule. Bidder shall provide adequate information to demonstrate that it can meet the requirements for the key personnel listed in Clause 3.5: Key Personnel Schedule. At a minimum, CVs must be provided for the Key Personnel for the following positions, using the forms provided for that purpose:

No	Position/ Location	Man- Months	Name	Qualification/ Certification/ Licence/ Training	Work Experience in a similar position in similar Projects (Yr.)	Work Experienc e Total (Yr.)
1						
2						
3						
4						
5						
6						

CVs of Key Personnel

Name of Bidder		
Position		
Personnel information	Name:	Date of birth:
	Qualification/ Certification/ Licence/ Training	
Present employment	Name of employer:	
	Address of employer:	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer
Summarize professional experience over the last 10 years, in reverse chronological order. Indicate technical and managerial experience relevant to the project.		
From	To	Company / Project / Position / Relevant technical and management experience

B. Non-key Personnel

Sr. No.	Staff Category	Skill/ Experience/ Qualification	Nos to be Deployed/ Location	Man-Months
1				
2				
3				
4				
5				

Format – 3: Performance Statement

(To be submitted as part of Technical bid) (on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services Bidder’s Name_____

[Address and Contact Details]

Bidder’s Reference No._____ Date.....

Note to Bidder: Bidder must fill in this form to prove conformance to Experience and Past Performance in Clause 3.5 – Qualification Criteria. Mention contracts in which Bidder is or has been a party, whether as a Service Provider, affiliate, associate, subsidiary, Subcontractor, or any other role. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard. Statements and Documents may be mentioned/ attached here.

Contracting Entity – Name and Address	Contract Title, Number and Date	Role in Contract	The total value of the order	Status as on date ----

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
.....

[name & address of Bidder and seal of company] DA:
Performance records/ contracts

FORMAT 4 NON-PERFORMANCE, LITIGATION STATEMENT

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Fill this Form for Bidder to highlight conformance to Criteria 1(b): Nonperforming Contracts and Litigation. The list below is indicative only. You may attach more documents as required. Add additional details not covered elsewhere in your bid in this regard.

Non-Performing Contracts as per, Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur during the five years before the deadline for the bid submission as per the above criteria Or <input type="checkbox"/> Contract(s) not performed during the five years before the deadline for the bid submission as per the above criteria are listed below			
Year	Non performed a portion of the contract	Contract Identification	Total Contract Amount
[insert year]	[insert amount and percentage]	Contract identification: [indicate complete contract title, number, and any other identification] Name of institution: [insert full name] Address of institution: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]

Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes, the process or outcome of which the Procuring Entity could reasonably interpret may impact or have the potential to impact the financial or operational condition of Bidder in a manner that may adversely affect the Bidder's ability to satisfy any of its obligations under the contract as per Clause 3.5. Qualification Criteria

Note: Bidder must complete this table

☐ No Or ☐ Yes If

Yes, Describe: .

Year	Matter in Dispute	Contract Identification	Value of Award (Actual or Potential) Against Bidder
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract identification: <i>[indicate complete contract title, number, and any other identification]</i> Name of institution: <i>[insert full name]</i> Address of institution: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>