

**Ministry of Tribal Affairs**

**Government of India**

3<sup>rd</sup> Floor, Kartavya Bhavan-1, New Delhi 110001

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**Engagement of Social Media and PR Management Agency**

vide Bid No.: [GEM/2026/B/7541452 dt. 15.05.2026](#)

**Details of Pre-Bid Meeting:**

**Date:** 21.05.2026 at 11:00 AM

**Venue:** Small Conference Room, 3rd Floor, C-Wing, Ministry of Tribal Affairs, Kartavya Bhavan-1, New Delhi

**Corrigendum Issued on:** 25th May 2025

**Replies to Queries / Clarifications shared on:** 25th May 2025

**Last Date of Submission of Bid:** 08.06.2026 by 12:00 Noon

**The detailed RFP document is also available on GeM Portal.**

## Bid Corrigendum

GEM/2026/B/7541452-C1

Following terms and conditions supersede all existing “Buyer added Bid Specific Terms and conditions” given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.  
For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider
2. Buyer uploaded ATC document [Click here to view the file.](#)
3. File Attachment [Click here to view the file.](#)

### Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers’ controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers’ Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.

11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

Subject: Corrigendum / Addendum in respect of the tender published on GeM Portal on 15.05.2026 vide GeM Bid No. GEM/2026/B/7541452 regarding "Engagement of an Agency to undertake Social Media and PR Management Work on Monthly Retainership Basis for the Ministry of Tribal Affairs (MoTA)".

**Corrigendum / Addendum**

1. In continuation of the RFP published on GeM dated 15.05.2026, the following amendments are hereby issued:

In **Part 1, S. No. 2 of Clause 1.2. Bidding Timelines and Critical Details**, the existing provision

"

2	Total Estimated Value	11.8 Crores (inclusive of GST @18%) for 2 years at the rate of 5.9 Crores including GST annually
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"

shall be substituted with the following:

"

2	Total Estimated Value	11.8 Crores (inclusive of GST @18%) for 2 years at the rate of 5.9 Crores including GST annually.  Note: The financial bid shall not be less than the cost of Human Resources for the contract duration, calculated at Rs. 4,92,42,816/-, as also mentioned in Form 6B: Summary of Costs.
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"

In **Part 2, S. No. 2 of Clause 2.2. Important Dates**, the existing provision

"

2	Total Estimated Value	11.8 Crores (inclusive of GST @18%) for 2 years at the rate of 5.9 Crores including GST annually
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"

shall be substituted with the following:

"

2	Total Estimated Value	11.8 Crores (inclusive of GST @18%) for 2 years at the rate of 5.9 crores including GST annually
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अवर सचिव / Under Secretary  
जनजातीय कार्य मंत्रालय  
Ministry of Tribal Affairs  
भारत सरकार / Government of India  
नई दिल्ली / New Delhi

		Note: The financial bid shall not be less than the cost of Human Resources for the contract duration, calculated at Rs. 4,92,42,816/-, as also mentioned in Form 6B: Summary of Costs.
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2. In continuation of the RFP published on GeM dated 15.05.2026, the following is hereby added:

Form 6B, Note Point 5.,

"5. The financial bid shall not be less than the cost of Human Resources for the period of contract, i.e. 2 years, as shown in the Table A below.

**Table A:**

Human Resources	Remuneration
Year 1	2,01,60,000
Year 2 (including 7% of increment)	2,15,71,200
<b>Sub-Total</b>	<b>4,17,31,200</b>
GST (@18%)	75,11,616
<b>Total</b>	<b>4,92,42,816</b>

3. The above Addendum-cum-Amendment shall form part of the RFP and shall be read in conjunction with it. In case of any inconsistency, the provisions of this Addendum-cum-Amendment shall prevail.

**This issued with approval of the competent authority.**

  
(P. Haokip)

**Under Secretary to the Government of India**

पाञ्चोलोलेन हाओकिप / PACHHOLEN HAOKIP  
अवर सचिव / Under Secretary  
जनजातीय कार्य मंत्रालय  
Ministry of Tribal Affairs  
भारत सरकार / Government of India  
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File No. 15018/33/2019-Merdia (E. File No. 15493)  
Government of India  
Ministry of Tribal Affairs  
TRI and Media Division

Kartavya Bhavan – 1, New Delhi  
Dated: 25.05.2026

**Subject:** Reply in respect of queries / clarifications sought by the agencies during the Pre-Bid Meeting held on 21.05.2026 in respect of the tender published on GeM Portal on 15.05.2026 vide GeM Bid No. GEM/2026/B/7541452 regarding “Engagement of an Agency to undertake Social Media and PR Management Work on Monthly Retainership Basis for the Ministry of Tribal Affairs (MoTA)”.

This is in reference to pre-bid meeting held on 21.05.2026 on the above cited subject under the Chairpersonship of Shri Ganesh Nagarajan, Deputy Secretary, Ministry of Tribal Affairs, wherein, some queries and clarifications have been raised / sought during the meeting and also via email (media-mota@tribal.gov.in) on the same day by the agencies. The point wise reply in respect of each query / clarification is given as under:


Queries / Clarifications received from the Agencies during the pre-bid meeting.			
S. No.	Clause No. and Title	Query / Clarification	Reply of the Department
<b>A. Appinventiv Technologies Pvt. Ltd.</b>			
1	4.2.1	As per the RFP required 16 resources, bidder will upload all the resume or only few key persons, a) Project Manager b) Associate Project Manager c) PR Manager	CVs of only key persons as mentioned in the clause need to be submitted as per the Form 5J: Curriculum Vitae (CV) for proposed key personnel.
2	3.2.5 National Presence	Only rent agreement will work or GST needed	As per the RFP, copy of lease/rent agreement in the name of the agency / partners executed before May 2025 / GST registration certificate or ownership documents is required to be submitted.

  
जोलेन हाकिम / PAOKIOLEN HAKIP  
अवर सचिव / Under Secretary  
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Ministry of Tribal Affairs  
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3	5.8. Outstation Travel	Travel allowance for team going for video shoot	Refer Clause 5.8. of the RFP.
4	1.2.(2), 2.2.(2), Form 6B: Summary of Costs	There should be a lower limit for this ongoing RFP.	As per the Corrigendum
5	4.2.3 and 4.2.4	What is the difference between 4.2.3 and 4.2.4	Explained clearly in the RFP

**B. Cyfuture India Pvt. Ltd.**

6	3.2.4. Government Experience	<p>We request you to amend this clause as -</p> <p>The bidder must have successfully executed/completed other relevant work, for Central or State Government / Departments / Autonomous Bodies / PSUs / Public Sector Banks / UN Bodies/ <b>Private sector</b>, over the last three years i.e. the current financial year and the last three financial years: -</p> <p>1. Three similar completed services costing not less than the amount equal to <b>5%</b> (forty percent) of the estimated cost at para 1.2; or  2. Two similar completed services costing not less than the amount equal to <b>7%</b> (fifty percent) of the estimated cost at para 1.2; or  3. One similar completed service costing not less than the amount equal to <b>12%</b></p>	Request not considered.
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		(eighty percent) of the estimated cost at para 1.2.	
7	4.2.3.	<p>We request you to amend this clause as -</p> <p>Average value of two eligible social media projects completed / ongoing for Central or State Government / PSUs / <b>Private sectors</b> / Public Sector Banks / UN Bodies, during the last three financial years viz., 2025-26, 2024-25, 2023-24.</p> <p>i. Up to 2 Crores - 6 marks ii. 2 to 4 Crores - 8 marks iii. More than 4 Crores - 10 marks</p>	Requested not considered.
8	4.2.4.	<p>We request you to amend this clause as -</p> <p>No. of eligible projects completed/ ongoing for Central or State Government / PSUs / Public Sector Banks / <b>Private sectors</b> / UN Bodies, during the last 3 financial years viz., 2025-26, 2024-25, 2023-24.</p> <p>i. 0 to 6 projects - 6 marks ii. 6 to 12 projects - 8 marks iii. More than 12 projects - 10 marks</p>	Requested not considered.
<b>C. Disha Communications Pvt. Ltd.</b>			
9	--	Will the client provide internet connections for our deployed staff?	Yes, within the office premises of the Client.

  
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10	Form 6B: Summary of Costs	<p>3. Cost of Branding, PR, and engaging Social Media Influencers</p> <p>4. Design and production of audiovisual, documentary videos, advertisements (digital and print), radio jingles, and miscellaneous items.</p> <p>Deliverables for above are not defined. For example: How many audiovisual productions, how many documentaries, how many radio jingles, how many influencers, etc. Without this clarity, we cannot provide a quote.</p>	Refer Part 5. Terms of Reference / Scope of Work of the RFP
11	2.7.12	<p>Proposals must remain valid for 180 days from the Proposal Due Date specified in the Data Sheet. During this period, the Consultant must keep the Key Personnel proposed for the Assignment available. The Client will make its best effort to complete Contract signing within this period. If the Client wishes to extend the validity period of the Proposals, it may ask the Applicants to extend their validity for a stated period. Will it be on a revised cost?</p>	Refer 5.7.(6) of the RFP.
<b>D. Degree 360 Solutions Pvt. Ltd.</b>			
12	GeM Bid Document	The inclusion of add-on items such as photo and video services in the financial bid is making the pricing structure comparatively	It is desirable but not mandatory.

  
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		<p>complicated and difficult for proper cost evaluation.</p> <p>We request you to kindly clarify/simplify the financial bid structure for better understanding &amp; smooth participation by bidders.</p>	
<b>E. India News Communications Ltd.</b>			
13	1.2.(2), 2.2.(2), Form 6B: Summary of Costs	<p>The lowest benchmark of quoted amount should also carry the percentage of agency.</p> <p>As far, I went through the RFP, there will be a lot of back support from agency apart of deployed team members.</p>	As per the corrigendum.
<b>F. PG Advertising Pvt. Ltd.</b>			
14	3.2 Pre-Qualification criteria	Exemption of experience criteria that is three work orders	As per the RFP only.
15	5. Terms of Reference / Scope of Work	Branding: Does it mean display of hoardings?	<p>Refer Part 5. Terms of Reference / Scope of Work</p> <p>The RFP does not include media-buying with respect to branding.</p>
16	3.2.10 Consortium / Joint Ventures (JVs)	Is consortium allowed?	Refer Note of clause 3.2.3 and 3.2.10
<b>G. PivotRoots Digital (A Havas Company)</b>			

  
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17	1.3. Bid Security	Please confirm if Bank Guarantee (BG) can be submitted in the Bank's standard format, as no prescribed BG format is provided in the RFP.	As per the RFP only
18	3.2.3. Turnover	Kindly clarify whether turnover certificate can be submitted based on Calendar Year (Jan–Dec), since the parent company follows a Jan–Dec financial cycle.	As per FY only i.e. April to March.
19	3.2.3. Turnover Note (2)	Please confirm the maximum number of consortium/JV members permitted for participation.	Refer 3.2.10 Consortium / Joint Venture (JVs) of the RFP.
20	3.2.4. Government Experience	Kindly clarify whether extension of a work order will be treated as a single project or multiple projects. As the clause mentions completed services, treatment of extended contracts is not explicitly defined.	Considered as one project, if completed covering FYs mentioned in the respective clause of the RFP. It shall be supported with completion certificates issued by the clients.
21	4.2.1.	Please clarify the total/minimum number of CVs required to be submitted as part of the technical bid.	As per the RFP, CVs of only key personnel as mentioned in 4.2.1. is required to be submitted.
22	4.2.3.	Kindly clarify whether extended work orders (initial 1 year + extension up to 3 years) will be considered as a single project or multiple projects for evaluation.	Considered as one project, if completed or partially completed covering FYs mentioned in the respective clause of the RFP.
23	4.2.4.	Please clarify whether projects executed for private sector clients will be considered; additionally, whether digital/media buying projects including social media management (minimum 1 year) qualify as eligible experience.	As per the RFP only.

  
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24	4.2.5.	Please confirm if private sector work orders along with relevant creatives can be submitted for evaluation.	With respect to the Clause 4.2.5., the work executed for central or state government / PSUs/ Public Sector Banks / UN Bodies shall be preferred. However, the agency can also submit the work executed for private sector.
25	4.2.6., 4.2.7., and 4.2.8.	Kindly clarify whether the required deliverables (creatives, analysis, strategy etc.) are to be submitted along with the technical bid or at a later stage during presentation/evaluation.	The agency shall submit all the relevant materials as mentioned in the RFP during the technical evaluation at a later stage.
26	5.2.5	Please confirm whether end-to-end influencer engagement costs are to be borne by the agency or separately by the Ministry, as influencer engagement is included in scope of work.	The agency shall cover the cost as per the requirements mentioned in Part 5. Terms of Reference / Scope of Work.
27	5.5.(iii)	Kindly clarify whether video shoots are required. If yes, please confirm approximate number of shoots or whether stock footage will be provided by the Ministry.	Refer Part 5: Terms of Reference / Scope of Work.  5.4.2.(11) ...The agency shall do a minimum of 15-20 field shoots in consultation with the ministry.
28	5.12.(11)	Please clarify whether deployment of a social media listening tool (e.g., Meltwater, Brandwatch, Talkwalker) is mandatory, and whether the cost of such tools shall be borne by the agency or the Ministry since analytical tools are referenced in scope.	Yes, the cost of such tools shall be borne by the agency. Refer Form 6B: Summary of Costs
<b>H. PR Professionals</b>			

  
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29	3.2.3. Turnover	We kindly request you to consider reducing the minimum Average Revenue requirement from nonmedia buying sources (including creative, production, digital, and social media services) to ₹2–3 Crore during the last three financial years, i.e., FY 2024–25, FY 2023–24, and FY 2022–23.	As per the RFP only.
30	3.2.4. Government Experience	As per the requirement, Work Orders for completed relevant works are to be submitted. However, it is difficult to present completed works for the last three financial years, i.e., 2023–24, 2024–25, and 2025–26, as most of the projects are still in progress.  We therefore request you to kindly consider ongoing projects as well and accept the Work Orders executed during the financial year 2022–23.	As per the RFP only.
31	4.2.4.	We request you to kindly consider the Work Orders executed/ongoing during the financial year 2022–23 as well.	As per the RFP only.

**This issued with approval of the competent authority.**



**(P. Haokip)**

**Under Secretary to the Government of India**

अवर सचिव / Under Secretary  
जनजातीय कार्य मंत्रालय  
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**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	08-06-2026 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	08-06-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Tribal Affairs
विभाग का नाम / Department Name	Ministry Of Tribal Affairs
संगठन का नाम / Organisation Name	Tribal Affairs Secretariat
कार्यालय का नाम / Office Name	New Delhi
वस्तु श्रेणी / Item Category	Hiring of Social Media Agency - Content creation, Content response and content moderation, Campaign Management, Response management/Helpdesk support, Basic reporting and analytics, VIDEO SHOOT & BRANDING, PR; English; Facebook, Twitter, Instagram, Wh..
अनुबंध अवधि / Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	1000 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

**बिड विवरण/Bid Details**

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	118000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	2360000

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

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

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

**लाभार्थी /Beneficiary :**

Section Officer

3rd Floor, C-Wing, Ministry of Tribal Affairs, Man Singh Road, Kartavya Bhavan - 1, New Delhi 110001  
(Ddo)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

**Scope of Work/Creative Brief:**[1778819464.pdf](#)

**Minimum average turnover of service provider in last 3 years from the business of providing Social Media Management services.:**[1778819587.pdf](#)

**Any other criteria required for eligibility/pre-qualification may be uploaded here.:**[1778819631.pdf](#)

**Payment Terms:**[1778819638.pdf](#)

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

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
1) CVs 2) No. of full-time technical staff 3) Av. value of two social media projects 4) No. of eligible projects 5) Evaluation of Past Work 6) Campaign Design 7) Social Media 8) Strategic Thinking (Refer uploaded RFP file)	100	60	<a href="#">View File</a>

**Total Minimum Qualifying Marks for Technical Score: 60**

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

**Interview Venue:**3rd Floor, C-Wing, Kartavya Bhavan -1, New Delhi 110001

**Presentation Venue:**3rd Floor, C-Wing, Kartavya Bhavan -1, New Delhi 110001

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
21-05-2026 11:00:00	3rd Floor, C-Wing, Kartavya Bhavan -1, New Delhi 110001

**Hiring Of Social Media Agency - Content Creation, Content Response And Content Moderation, Campaign Management, Response Management/Helpdesk Support, Basic Reporting And Analytics, VIDEO SHOOT & BRANDING, PR; English; Facebook, Twitter, Instagram, Wh.. ( 24 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Social Media	Content creation , Content response and content moderation , Campaign Management , Response management/Helpdesk support , Basic reporting and analytics , VIDEO SHOOT & BRANDING, PR

विवरण/ Specification	मूल्य/ Values
Language Versions	English
Handles Required	Facebook , Twitter , Instagram , WhatsApp , YouTube
<b>एडऑन /Addon(s)</b>	
Fresh photoshoot for creating a photobank	Yes
Developing video content of 1-2 minute duration with fresh shoot	Yes

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity (Number of Months for which Social Media Agency is required)	अतिरिक्त आवश्यकता /Additional Requirement
1	Rahul Kumar	110001,Ministry of Tribal Affairs, Kartavya Bhawan-1, Dr. Rajendra Prasad Road, New Delhi - 110 001	24	<ul style="list-style-type: none"> <li>Number of photographs : 50000</li> <li>Number of Videos : 10000</li> </ul>

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

##### 1. Generic

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

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

##### 2. Buyer Added Bid Specific ATC

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

#### अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their

Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove;**

and

- All operative provisions of the erstwhile Labour Laws until their complete substitution.

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



जनजातीय कार्य मंत्रालय  
MINISTRY OF TRIBAL AFFAIRS  
GOVERNMENT OF INDIA

## **Request for Proposal (RFP) Document**

**For Engagement of an Agency to undertake Social Media and PR Management Work on Monthly Retainership Basis for the Ministry of Tribal Affairs (MoTA)**

Tender No.:

Date: [\_\_\_\_\_]

Issued By:

Ministry of Tribal Affairs, Government of India

Kartavya Bhavan - 1, Man Singh Road, New Delhi – 110001

## **Disclaimer**

1. This RFP document is neither an agreement nor an offer by the Ministry of Tribal Affairs (MoTA) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. MoTA does not make any representation or warranty as to the accuracy, reliability, or completeness of the information in this RFP document and it is not possible for MoTA to consider the needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by MoTA in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. MoTA will not have any liability to any prospective Applicant/Consultancy Company/ Firm/ Consortium as the case may be or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of MoTA or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. MoTA will also not be liable in any manner whether resulting from negligence or otherwise arising from reliance of any Applicant upon any statements contained in this RFP.
4. MoTA will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that MoTA is bound to select an Applicant or to appoint the Selected Applicant for the consultancy and MoTA reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. MoTA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MoTA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. MoTA reserves the right to change/modify/amend any or all provisions of this RFP document. Such revisions to the RFP/ amended RFP will be made available on the website.

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## **1. Letter of Invitation**

### **1.1. Introduction**

(1) The Ministry of Tribal Affairs (MoTA) is the nodal Ministry for the overall policy, planning, and coordination of programmes for the development of Scheduled Tribes (STs) in India. The Ministry is tasked with the socio-economic and cultural empowerment of these communities, ensuring they are integrated into the national mainstream while preserving their distinct identity.

(2) MoTA implements and oversees several critical national-level schemes and initiatives, including:

a) **Pradhan Mantri Janjati Adivasi Nyaya Maha Abhiyan (PM JANMAN)**: A comprehensive mission focusing on Particularly Vulnerable Tribal Groups (PVTGs) in 18 States and 01 Union Territory.

b) **Dharti Aaba Janjatiya Gram Utkarsh Abhiyan (DAJGUA)**: A comprehensive mission for development of 549 tribal districts and more than 63,000 villages across 30 States/UTs.

c) **Adi Karmayogi Abhiyan**: A transformative grassroots movement to build a cadre of 20 lakh Adi Karmayogi for tribal village development in more than 30 States/UTs and 1 lakh tribal villages and habitations.

d) **National Sickle Cell Anemia Elimination Mission**: A mission to identify Sickle Cell Disease and its elimination by the year 2045.

e) **Eklavya Model Residential Schools (EMRS)**: Providing quality education to tribal students in remote areas.

f) **TRIFED (Tribal Cooperative Marketing Development Federation of India)**: Promoting tribal handicrafts and products through initiatives like Aadi Mahotsav and TRIBES India.

g) **Van Dhan Yojana**: A program for value addition of tribal products.

h) **Scholarship Schemes**: Post-Metric and Pre-Metric scholarships for ST students.

i) **Support to Tribal Research Institutes (TRIs)**: For research and documentation of tribal culture and heritage.

j) **Centre of Excellence and Entrepreneurship Initiatives**: Guiding many projects and initiatives focusing on strengthening the tribal communities.

(3) Given the breadth and digital impact of these initiatives, there is a critical need for a proactive, strategic, and sustained communication outreach. MoTA seeks to enhance the visibility of its schemes, disseminate information effectively to beneficiaries, build a positive narrative around tribal development, and engage with citizens, policymakers, and media. To achieve this, the Ministry of Tribal Affairs (Client) invites proposals for the "**Engagement of an Agency to undertake Social Media and PR Management Work on Monthly Retainership Basis**".

(4) **Objectives**: The primary objective of this assignment is to develop and execute a comprehensive PR, Branding, and Social Media Management to:

a) Position MoTA as a key driver of inclusive growth and tribal empowerment.

b) Highlight the strategic advantages and successes of MoTA's flagship schemes (PM JANMAN, DAJGUA, AKA, SCD, EMRS, Support to TRIs etc.).

c) Create targeted campaigns showcasing success stories, job opportunities, educational advancements, and cultural richness from tribal communities.

- d) Engage stakeholders: This includes tribal communities (especially youth), state governments, NGOs, industry, media (national, regional, and vernacular), and the general public.
- e) Engage with various divisions and ministries concerned with the flagship initiatives and schemes of the Ministry of Tribal Affairs.
- f) Manage the Ministry's online reputation and create a responsive channel for public engagement.

## **1.2. Bidding Timelines and Critical Details:**

<b>S. No.</b>	<b>Activity</b>	<b>Timelines</b>
1	Date of Issue of RFP	15.05.2026
2	Total Estimated Value	11.8 Crores (inclusive of GST @18%) for 2 years at the rate of 5.9 Crores including GST annually
3	Contract Duration	2 Years, extendable to another 1 Year
4	Last Date of Submission of Bids	To be announced on GeM
5	Opening of Technical Bids	To be announced on GeM
6	Opening of Financial Bids	To be announced on GeM
7	Bid Validity	180 days

## **1.3. Bid Security:**

(a) A bid Security of Rs. 23,60,000/- (Twenty-Three Lakhs Sixty Thousand Indian Rupees Only) shall be submitted by each Applicant. The bid security may be accepted in the form of Bank Guarantee from any of the Scheduled/Commercial Banks in favour of DDO, Ministry of Tribal Affairs. The Validity of Bid Security shall be prescribed as the Bid Validity Period plus 45 days.

(b) Proposals received without the specified Bid Security will be summarily rejected. Bid Security of unsuccessful bidders shall be returned, within one month after signing of the contract with the successful bidder or when the Selection process is cancelled by Client. The successful bidder's Bid Security shall be returned, upon signing the Contract and furnishing the Performance Security in accordance with the provision of the RFP and Contract.

**(c) Bidders registered as MSEs (Micro and Small Enterprises) and Startup will be exempted from the submission of Bid Security.**

**1.4. Pre-bid Meeting:** Pre-bid shall be held on 21.05.2026 at 11:00 Hours in Physical mode only at Venue provided in para 1.9.

## **1.5. Submission**

The proposal in the prescribed format including supporting documents, shall be submitted online at GeM Portal as per the RFP document. No document will be accepted in hard copy format, or by fax, email, or any other such means. The RFP document is also available on MoTA website: <https://tribal.gov.in> for reference only but not for submission.

## **1.6. Selection Process**

The Consultant will be selected on the Quality and Cost Based Selection (QCBS) process with 70% weightage to technical proposal and 30% to financial proposal.

**1.7. Contents of this RFP**

The RFP includes the following documents:

Section 1: Letter of Invitation

Section 2: Critical Data Sheet & Instruction to Bidder

Section 3: Pre-Qualification Criteria

Section 4: Evaluation and Selection of Agency

Section 5: Scope of Work & Technical Proposal – Standard Forms

Section 6: Financial Proposal – Standard Forms

Section 7: Standard Forms of Contract

Section 8: General Conditions of Contract

Section 9: Special Conditions of Contract

Appendices: Other relevant information, forms and formats

**1.8. Amendments**

(1) All amendments / corrigendum will only be published on the GeM portal.

**1.9. Address for Correspondence / Pre-bid Meetings / Bid Opening**

Ministry of Tribal Affairs

General Administration, 3<sup>rd</sup> Floor,

Kartavya Bhavan - 1, Man Singh Road,

New Delhi, 110001, Delhi

**The Ministry of Tribal Affairs reserves the right to accept or reject any or all Proposals without assigning any reason and no correspondence shall be entertained in this regard.**

Yours Sincerely,

Rahul Kumar

Section Officer (Admin)

Ministry of Tribal Affairs

## **2. Critical Data Sheet and Instruction to Bidder**

### **2.1. Introduction**

2.1.1. Applicants are advised that the selection of Agency shall be based on an evaluation by Client through the selection process specified in this RFP (the “Selection Process”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Client’s decisions are without any right of appeal whatsoever.

2.1.2. The Applicants are invited to submit Technical and Financial Proposals (collectively called as “**the Proposal**”), as specified in this RFP, for the services required for the consultancy services for “**For Engagement of an Agency to undertake Social Media and PR Management Work on Monthly Retainership Basis for the Ministry of Tribal Affairs (MoTA)**”, hereinafter referred to as the “Assignment”. The Proposal will form the basis for contract signing with the Consultant. The Consultant shall submit the deliverables in accordance with the Scope of the Work of this RFP (the “Scope”).

2.1.3. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Consultant shall be required to sign a Contract with the Client in the form specified in this RFP (the “Contract”).

2.1.4. Applicants should familiarize themselves with local conditions and take them into consideration in preparing their Proposals.

2.1.5. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection Process, including but not limited to expenses associated with any demonstrations or presentations, attending all the meetings which may be required by Client, or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal and reserves the right to annul the Selection Process at any time prior to Contract award, without thereby incurring any liability to the Applicants.

2.1.6. Client requires that the Consultant provide professional, objective, and impartial advice and always hold Client’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the Assignment in the best interests of Client.

2.1.7. It is the Client’s policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:

(1) defines, for the purposes of this provision, the terms set forth below:

(a) “Corrupt practice” means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and

(b) "Fraudulent practice" means a misrepresentation of facts to influence the selection process or the execution of a contract in a way which is detrimental to the Client and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.

(2) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question.

(3) will declare an Applicant ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

2.1.8. In the event any entity has been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking from participating in any project or bid, and the bar subsists as on the date of the Proposal Due Date, it would not be eligible to submit a Proposal.

2.1.9. The Proposal shall be valid for a period of 180 (One Hundred and Eighty) days from the Proposal Due Date.

## **2.2. Important Dates**

<b>S. No.</b>	<b>Activity</b>	<b>Timelines</b>
1	Date of Issue of RFP	15.06.2026
2	Total Estimated Value	11.8 Crores (inclusive of GST @18%) for 2 years at the rate of 5.9 Crores including GST annually
3	Contract Duration	2 Years, extendable to another 1 Years
4	Last Date of Submission of Bids	To be announced on GeM
5	Opening of Technical Bids	To be announced on GeM
6	Opening of Financial Bids	To be announced on GeM
7	Bid Validity	180 days

## **2.3. Brief Description of the Selection Process:**

a) The Client has adopted a two-stage process (referred to as the "**Selection Process**") for the evaluation of the Proposals. The proposals shall comprise of two parts namely – the Technical Proposal and Financial Proposal. In the first stage, the evaluation of Technical Proposals will be carried out.

b) For Qualification, the Bidders should satisfy the Pre-Qualification as per Section 3, Pre-Qualification. In case an Applicant does not fulfil the Pre-Qualification Criteria, the Technical Proposal of such an Applicant will not be evaluated further.

c) Only those Technical Proposals which are found to be responsive and satisfy the Pre-Qualification Criteria as per above point b) would be further evaluated in accordance with the

criteria set out in Section 4, Technical Evaluation and Selection of Agency. Only those Applicants/ Bidders who score a **minimum Technical Score of 60 marks out of 100 marks shall qualify** for financial proposal opening.

d) After the technical evaluation is completed, the same shall be intimated to bidder on GeM Portal.

**2.3.1. Number of Proposals:** Applicant(s) may submit proposals as sole Applicant only. However, no Applicant can submit more than one Proposal for the Consultancy.

**2.3.2. Right to reject any or all Proposals:**

a) Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

b) Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:

- i) at any time, a material misrepresentation is made or discovered, or
- ii) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.

c) Such misrepresentation / improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the Successful Applicant gets disqualified / rejected, then the Client reserves the right to appropriate/forfeit the Bid security of the Successful Applicant, consider the next best Applicant and take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

**2.3.3. Acknowledgement by Applicant**

a) It shall be deemed that by submitting the Proposal, the Applicant has:

- i) made a complete and careful examination of the RFP.
- ii) received all relevant information requested from the Client.
- iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client.
- iv) satisfied itself about all matters, things, and information, including matters herein above, necessary and required for submitting an informed Application and performance of all its obligations there under.
- v) acknowledged that it does not have a Conflict of Interest; and
- vi) agreed to be bound by the undertaking provided by it under and in term hereof.

b) The Client and / or its advisors / consultants shall not be liable for any omission, mistake, or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

**2.4. Ownership of document and copyright**

All the study outputs including primary data shall be compiled, classified, and submitted by the Consultant to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the ToR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under the ToR/RFP without the permission of the Client.

## **2.5. Performance Security**

a) Performance Security equivalent to the amount indicated in this RFP shall be furnished before signing of the Contract in the form of a Bank Guarantee in the form specified in the RFP/ Contract.

b) For the Consultant, the Performance Security shall be retained by Client and will be released after a period of 180 (One Hundred and Eighty) days from the date of completion of the Assignment.

## **2.6. Applicants**

2.6.1. An Applicant may be a partnership firm, LLP, private entity, or government-owned entity and should submit the proposal in accordance with the terms of this RFP.

### **2.6.2. Conflict of Interest**

(1) Client requires that a successful Applicant (Consultant) provides professional, objective, and impartial advice and always holds Client's interest paramount, strictly avoids conflicts with other assignment(s)/ job(s) or his own corporate interest and acts without any consideration for future work.

(2) Without limitation on the generality of the foregoing, Applicants and their affiliates shall be considered to have a conflict of interest, unless stated otherwise and shall not be recruited, under any of the circumstances set forth below:

(a) **Conflicting Activities:** A firm that has been engaged by the client to provide Goods, Works, or Non-Consulting services for a project, or any of its affiliates, shall be disqualified from providing Consulting service resulting directly related to Goods, Works, or Non-consulting services. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a Project, or any of its affiliates, shall be disqualified from subsequently providing Goods, or Works or Non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

(b) **Conflicting Assignment/Job:** An Agency (including its Personnel and Sub-Consultant(s) or any of its affiliates shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/Job of the Consultant to be executed for the same or another Client, for example a consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting a Client in the privatization of public assets shall not purchase nor advise purchasers of such assets.

(c) **Conflicting Relationship:** An Agency (including its Personnel and Sub-Consultant) that has a close business or family relationship with a member of the Client's Staff who is

directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and execution of the contract.

(3) Applicants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of Technical provided herewith. If the consultant fails to disclose said situations and if Client comes to know about such a situation at any time, it may lead to the disqualification of the consultant during the proposal evaluation process or termination of its contract during the execution of assignment.

2.6.3. Any entity which has been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal or through its Associate.

2.6.4. An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

## **2.7. Preparation of Proposal**

2.7.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects. All the documentary evidence and other submissions should only be in the English Language.

2.7.2 In preparing their Proposal, Consultants are expected to thoroughly examine the RFP document. Material deficiencies in providing the information requested may result in rejection of a Proposal. The Proposal complete in all respects, should be submitted online on GeM Portal only as per the standard terms and conditions. In case the same is not in order, MoTA shall not be responsible for missing any document while evaluating the proposals. Proposals should be submitted as two packet bids.

### **2.7.3. Technical Proposal**

Technical Proposal shall be submitted online only as per the format provided in the Tender website:

**(1) Bid Security:** All bidders shall submit the bid security as per Para 1.3. The proposal without bid-security shall summarily be rejected, however, the exemptions mentioned in Para 1.3 shall be applicable.

a) Resource Details

- (i) The proposed personnel must be permanent full-time employees of the firm or hired on contract by the firm.
- (ii) No Personnel shall be proposed for any position if the CV of the Personnel does not meet the requirements of the Scope.
- (iv) No alternative proposal for any Personnel shall be made and only one CV for each position shall be furnished.
- (v) Each CV needs to have been recently signed by the Personnel and/or countersigned by the authorized official of the Firm. At the time of submission of the Proposal, scanned copies of the signature of Personnel will be allowed but at the time of signing of Contract, the original signature will be required. However, in both cases, the original counter signature of Authorized Signatory shall be required in original.
- (vi) A CV shall be summarily rejected if the educational qualification and experience of the Personnel proposed does not match the requirement of the RFP document.
- (vii) The client reserves the right to interview Personnel proposed by the Applicant to assess the suitability of the Personnel with respect to the requirement set forth in this RFP during the process of evaluation of Proposal.

**(2) Documents in support of Pre-Qualification and Technical Evaluation**

- (i) Signed Technical Submission form as per Form 5A.
- (ii) Provide the General Information of the Applicant as per Form 5B.
- (iii) Format of Pre-Qualification Experience duly filled and signed by Authorized Signatory of the Applicants as per Form 5C (government Experience).
- (iv) Format of Financial Capacity duly filled and signed by Authorized Signatory of the Applicants as per Form 5E along with the certificate of Statutory Auditors.
- (v) Format of Power of Attorney for Authorized Signatory duly filled and signed as per Form 5F.
- (vi) Extract of the charter documents and other documents such as a power of attorney in favour of the person executing this Proposal on behalf of the Applicant.
- (vii) Declaration of No Conflict of Interest, Form 5G.
- (viii) Undertaking for not being blacklisted and/or barred due to fraudulent activities and declaration of ineligibility for corrupt or fraudulent practices, Form 5H.
- (ix) Details of works presented (to be) during Evolution, Form 5I.
- (x) Format of Curriculum Vitae (CV) for the proposed Personnel as Form 5J duly signed by the respective Key Personnel and Authorized signatory of the Applicant.
- (xi) RFP document with all addendums and Corrigendum issued till date duly signed by the Applicant (Digital Signature on the front and last page of the RFP and Corrigendum will suffice the purpose)
- (xii) Copy of GST Registration (self-certified copy)
- (xiii) Copy of PAN card of the Applicant (self-certified copy)
- (xiv) Necessary documentary evidence, if applicable for claiming the incentives / concession provided in the policy of Startup and MSEs
- (xv) Copy of EPF/ESI registration as per applicability.
- (xvi) All the documents submitted shall be signed and stamped by the Applicant.

**It may be noted that the Technical Proposal shall not contain any reference to the Financial Proposal. Any violation will lead to disqualification of the bidder from the bidding process.**

2.7.4. The Proposal shall be signed by the Authorized Representative of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorized Representative (the “Authorized Representative”) as detailed below:

- a) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- b) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- c) Power of Attorney, for the Authorized Representative, to be executed as per Applicable Laws and as per format provided in the RFP.

2.7.5. Applicants should note the Proposal Due Date, as specified on the GeM portal, for submission of Proposals. No supplementary material will be entertained by the Client, and that evaluation will be carried out only based on Documents received by the closing time of Proposal Due Date as specified on the GeM portal. Applicants will ordinarily not be asked to provide additional material information or documents after the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

2.7.6. The Technical Proposal should provide the information as per various Standard Forms provided in Section-5 of this RFP. The standard forms shall be duly filled, stamped, and signed by the Authorized Signatory of the Applicant with all the supporting documents as mentioned therein in various Standard Technical Forms.

- a) For Eligible Assignments, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm’s involvement along-with documentary evidence.
- b) **Each page of the CV must be signed in the original by the Authorized Representative together with the original or electronic signature of the Key Personnel.** However, at the time of contract signing, original signatures of both Authorized Representative and Key Personnel shall be required.

2.7.7. Entire RFP documents along with any Addendum, Corrigendum issued shall be stamped and signed by the Authorized signatory of the Applicant and submitted the same in the Technical Proposal.

2.7.8. **Financial Proposal:** While preparing the Financial Proposal, Applicants are expected to consider the various requirements and conditions stipulated in this RFP document. While submitting the Financial Proposal, the Applicant shall ensure the following:

- a) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all Key Personnel, transportation, equipment, software applications, works mentioned to be carried out in the Scope of Work such as field shootings, campaign branding, social media influencer marketing, PR management etc. The total amount

indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

b) The Financial Proposal shall consider all the expenses and tax liabilities specified in the draft contract, levies and other impositions applicable under the prevailing law on Applicants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the cost shown in the Financial Proposal.

2.7.9. The Financial Proposal should be submitted online only in the format provided on the tender website (GeM Portal Link). **The copy of standard Financial Proposal submission forms prescribed in this RFP are for reference only.**

2.7.10. Applicants shall provide the price of their services in Indian Rupees.

2.7.11. Applicants must do their due diligence about the tax implications, and the Client will not be liable for any incident.

2.7.12. The Proposals must remain valid for a period of 180 days from the Proposal Due Date as specified in the Data Sheet. During this period, the Consultant is expected to keep available the Key Personnel proposed for the Assignment. The Client will make its best effort to complete Contract signing within this period. If the Client wishes to extend the validity period of the Proposals, it may ask the Applicants to extend the validity of their Proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their Proposals.

**2.8 Confidentiality:** Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

## **2.9 Fraud and corrupt practices**

2.9.1 The Applicants and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre- estimated compensation and damages payable to the Client for, inter alia, time, cost, and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

2.9.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice,

undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFQ cum RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.9.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(1) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

(2) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, to influence the Selection Process;

(3) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(4) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(5) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **2.10 Miscellaneous**

2.10.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.10.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto.
- b) consult with any Applicant to receive clarification or further information.
- c) retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
- d) independently verify, disqualify, reject and/or accept all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.10.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

2.10.4 All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consultant are to treat all information as strictly confidential. Client will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.

2.10.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.10.6 The proposal of the Applicant should be valid for 180 days from the Proposal Due Date – Bid Validity Period.

2.10.7 No Proposal shall be accepted after the closing time of Proposals.

2.10.8 The Technical Proposal and Financial Proposal will be opened by the Evaluation Committee of MoTA on the dates mentioned on the GeM.

### 3. Pre-Qualification of Bidder

**3.1. Responsiveness of Proposal:** Prior to evaluation of Proposals, the responsiveness of the bids shall be determined whether each Proposal is responsive to the requirements of the RFP at the time of evaluation (Test of Responsiveness). A Proposal shall be considered responsive only if:

- i) It is received by the Proposal Due Date and time including any extension thereof, given on the GeM .
- ii) It is accompanied by the Bid Security or the documents for exemption in case of MSEs, Startups recognized by DPIIT.

If a bidder fails a test of responsiveness, its bid shall not be considered for further evaluation.

### 3.2 Pre-Qualification criteria

The Bidders should fulfil the following pre-qualification criteria for participating in the Tender. Bidders are requested to submit the following documents along with their technical and financial bid, failing which, the bids are liable for rejection. However, no weightage in the evaluation is assigned to the following pre-qualification criteria. The Bidders should enclose documentary evidence for fulfilling the following conditions. The bidders shall strictly maintain the following format while submitting their bids.

S. No.	Criteria	Description	Documentary Evidence
3.2.1	Legal Entity	The bidder should be one of the following registered entities: i. A partnership firm registered under the Indian Partnership Act, of 1932 (or) ii. A Limited Liability Partnership registered under the Indian Limited Liability Partnership Act, 2008, (or) iii. A company registered under the Indian Companies Act, 1956/2013	Certificates of Incorporation & Registration Certificates.  Copy of MOA, AOA, Partnership deed etc.
3.2.2	Industry Experience	The agency shall have a minimum of 08 years of experience in the social media industry and a minimum of 04 years of experience in media campaigns, branding, PR, and publicity.	Self-declaration from the management of the company in addition to the Certificate of Incorporation/ Registration of the company/ LLP, Partnership deed and MoA

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3.2.3 .	Turnover	<p>i. Average turnover in the last 3 FY viz., 2025-26, 2024-25, 2023-24 shall be at least 10 Crores from relevant work.</p> <p>ii. Average revenue of at least 4 crores from non-media buying sources (creative production/ digital and social media revenue) in the last 3 FY viz., 2025-26, 2024-25, 2023-24.</p> <p>Note: (1) In case audited accounts of the FY 2025-26 are not available, the same of the FY 2022-23 may be supplied for the purpose of this clause.</p> <p>(2) In case of Consortium / Joint Venture, each partner shall meet at least 25% (and the lead partner at least 50%) out of the qualifying limit.</p>	<p>Certified copy of Profit and Loss Statement for the 3 FYs (and)</p> <p>A certificate [format as per Annexure – 5E] issued by the statutory auditor of the Agency/ Company.</p>
3.2.4 .	Government Experience	<p>The bidder must have successfully executed/completed other relevant work, for Central or State Government / Departments / Autonomous Bodies / PSUs / Public Sector Banks / UN Bodies, over the last three years i.e. the current financial year and the <b>last three financial years: -</b></p> <ol style="list-style-type: none"> <li>1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost at para 1.2; or</li> <li>2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost at para 1.2; or</li> <li>3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost at para 1.2.</li> </ol>	<p>Related Work Orders along with Satisfactory Work Completion Certificate or Partial Work Completion Certificate from Central or State Government / Departments / Autonomous Bodies / PSUs / Public Sector Banks / UN Bodies.</p>

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3.2.5	National Presence	Should have full-fledged offices in at least two zones from amongst the following five: (i) North (ii) South (iii) East (iv) West (v) North-East	Copy of lease/rent agreement in the name of the agency / partners executed before May 2025 / GST registration certificate or ownership documents.
3.2.6	Statutory Registrations	The bidder must have a valid GST Registration and PAN Card in India.	Copy of PAN Copy of GST Registration Certificate
3.2.7	Blacklisting/ Terminations	The agency should not have been blacklisted by any Central or State Government department or Corporation or Board/ PSU/ Semi- Government organization as on the date of submission of the bid.	A signed undertaking to this effect should be submitted on the bidder's letterhead by Authorized Representative in the format at Annexure - 5H.

3.2.8. The Micro and Small Enterprises (MSEs) and Startups need to submit the documents with respect to clause 3.2.1, 3.2.5, 3.2.6 and 3.2.7 and are exempted for 3.2.2, 3.2.3, 3.2.4 related to turnover and prior experience as mentioned in clause 3.2 above.

3.2.9. MSMEs registered as Medium Enterprise and Non-MSMEs are required to comply with all the criteria mentioned in Clause 3.2.

3.2.10. Consortium / Joint Ventures (JVs)

(a) Participation through Consortium / Joint Ventures shall be considered permissible up to three partners specifying the roles and responsibilities of lead partner and other partner(s) whereas all members of the Consortium / Joint Venture shall sign the contract and shall be jointly and severally liable for the entire assignment.

(b) Further, documentary evidence relating to infrastructure or presence across locations, including rental documents of associated / group entities or partners shall be considered, provided the bidder assumes full responsibility for performance of the contract and the relationship between the entities is duly established.

(c) A Consortium / Joint Ventures must generally meet the qualifying criteria (turnover/prior experience) on its own merits, in case of having a non-MSEs/Startup partner. It disqualifies the entity from claiming the benefits and subsequent exemptions provided to MSEs and Startups.

(d) The Procuring Entity only deals with the lead member of consortiums for all the purposes.

**3.3. Documents in Support of Pre-Qualification:**

(a) In case of non-submission of documentary evidence as mentioned in Para 3.2, the bids shall be liable for rejection.

(b) In case of Turnover the Statutory Auditors Certificate shall only be accepted.

(c) All documents submitted in support of credentials shall be counter signed by the authorized Signatory.

#### 4. Evaluation and Selection of Agency

##### 4.1. Proposal Opening and Evaluation Process

##### 4.1.1. Proposal opening shall be carried out in two stages.

- a) First, Technical Proposal of all the Proposals received shall be opened online on the date and time mentioned on the GeM Portal.
- b) Financial Proposal of those Applicants fulfilling technical criteria and obtaining Minimum Technical Score of 60 Marks as stipulated in this RFP document, shall be opened on a subsequent date, which will be notified to such Applicants.
- c) In the event of the specified date for the opening of Bids being declared a holiday for MoTA, the Proposals shall be opened on the next working day.

##### 4.1.2 Proposal Evaluation

- a) Prior to Technical evaluation of Proposals, the responsiveness and pre-qualification of the proposals shall be ascertained as per the Part 3.
- b) For the proposals fulfilling Responsiveness test and Pre-Qualification, the evaluation of the technical proposals shall be done.
- c) Applicants scoring a Minimum Technical Score of 60 marks out of 100 marks shall be considered for Financial Proposal Evaluation.
- d) To assist in the examination, evaluation, and comparison of the Proposals, and qualification of the Applicants, the Client may, at its discretion, ask any Applicant for clarification of its Proposal, giving a reasonable time for response. The Client, however, is not bound to accept the clarification submitted by the Proposal if found irrelevant. Client's request for clarification and the response shall be in GeM/email only.

#### 4.2 Technical Evaluation Criteria:

S. No.	Parameter	Max. Score	Evaluation Mechanism
4.2.1.	<p>CVs of Key Personnel submitted along with bid documents, i.e. Project Manager, Associate Project Manager, and PR Manager.</p> <p><b>[Suggested Marking Scheme: 10 – Exceptional; 8 – Very Good/Highly qualified; 6 – Good/Just Meets Requirement; 3 – Marginally/ Below Average; 1 – Poor/ Non-compliant]</b></p> <p>The average grading for the above three positions will be calculated to derive marks out of a maximum score of 10.</p>	10 Marks	CVs of Key Personnel must be submitted along with the bid documents in __ format.

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4.2.2.	<p>Number of full-time technical staff employed with the agency as on 10<sup>th</sup> day of May 2026.</p> <p>i. 0 to 25 - 1 marks  ii. 26 to 50 - 3 marks  iii. 51 to 100 - 6 marks  iv. 101 to 150 - 8 marks  v. More than 150 - 10 marks</p>	10 Marks	<p>List of full-time technical staff on roll of the agency with clear mention of their names, designation, academic and professional experience, and length of service with the agency.</p> <p>A copy of the above list certified by the Chartered Accountant of the agency with proper seal, signature, and UDIN.</p>
4.2.3.	<p>Average value of two eligible social media projects completed / ongoing for Central or State Government / PSUs / Public Sector Banks / UN Bodies, during the last three financial years viz., 2025-26, 2024-25, 2023-24.</p> <p>i. Upto 2 Crores - 6 marks  ii. 2 to 4 Crores - 8 marks  iii. More than 4 Crores - 10 marks</p>	10 Marks	<p>Based on documents provided by agency as part bid submission, Work Orders and/or Work Completion Certificates</p>
4.2.4.	<p>No. of eligible projects completed/ ongoing for Central or State Government / PSUs / Public Sector Banks / UN Bodies, during the last 3 financial years viz., 2025-26, 2024-25, 2023-24.</p> <p>i. 0 to 6 projects - 6 marks  ii. 6 to 12 projects - 8 marks  iii. More than 12 projects - 10 marks</p>	10 Marks	<p>Based on documents provided by agency viz., Work Orders and/or Work Completion Certificates</p>
4.2.5.	<p><b>Evaluation of Past Work (FY 2024-25 onwards):</b></p> <p>i. One reel or shorts of up to 30 seconds  ii. One animation video work of at least 30 Seconds  iii. One TVC Showreel or online promotional video (up to 2 minutes duration)</p>	10 Marks	<p>Agencies must mandatorily submit a work order/ work completion certificate for all the works. The document/ multimedia creatives are submitted in a pen drive with proper indexing as per format at Annexure – 5I at the time of presentation.</p>

	<p>iv. One documentary or video about some work/scheme of a Ministry/Department/ Govt. organization of more than 5 minutes</p> <p>v. One Full-page Print Creative or Outdoor Creative or Infographics</p> <p><b>Evaluation Parameters:</b></p> <p>i. Conceptualization – 5 Marks</p> <p>ii. Overall Production Quality – 5 Marks</p> <p>The marks will be awarded based on the above evaluation parameter for each of the five elements, and the average of these scores will be calculated to determine the final score on a scale of 10.</p>		
4.2.6.	<p><b>Campaign Design and Scratch Creatives on a given theme:</b></p> <p>i. Campaign Logo and Tag Line</p> <p>ii. One Full-page Print Creative,</p> <p>iii. One Outdoor Creative,</p> <p>iv. Two Social media infographics</p> <p>v. Production of two reels or shorts of up to 30 seconds</p> <p>vi. One animation video of up to 60 seconds</p> <p>vii. One video of up to 60 seconds</p> <p>viii. One radio jingle of up to 60 seconds</p> <p><b>Evaluation Parameters:</b></p> <p>i. Creativity – 6 Marks</p> <p>ii. Conceptualization – 8 Marks</p> <p>iii. Overall Production Quality – 6 Marks</p> <p>The marks will be awarded based on the above evaluation parameter for each of the eight elements, and the average of these scores will be calculated to determine the final score on a scale of 20.</p>	20 Marks	<p>Based on the campaign themes given by MoTA (before being invited for technical evaluation) and the related scratch creatives presented before the committee.</p> <p>The agency shall submit all the scratch creatives/ concept/ strategy in a pen drive with proper indexing during the technical evaluation.</p>
4.2.7.	<p><b>Social Media Management and Analysis</b></p> <p>i. SWOT analysis of the Ministry of Tribal Affairs’ current social media presence – <b>3 Marks</b></p>	10 Marks	<p>The agency shall submit all the analysis in a pen drive with proper indexing during the technical evaluation.</p>

	<p>ii. Action plan/ strategy proposed for MoTA to enhance its social media presence – <b>5 Marks</b></p> <p>iii. Social media tracking metrics/ analytics and its relevance and usage for the MoTA. – <b>2 Marks</b></p>		
4.2.8.	<p><b>Strategic Thinking:</b> On-spot strategy building which may include problem diagnosis and understanding of the case; and to provide strategic communication approach; audience segmentation; media mix and outreach plan; message architecture; risk assessment and mitigation approach; and measurable outcomes with indicators.</p> <p><b>Evaluation Parameters:</b></p> <p>i. Understanding of the Case – 4 Marks</p> <p>ii. Strategic Thinking and communication Approach – 6 marks</p> <p>iii. Creativity &amp; Innovation – 3 marks</p> <p>iv. Feasibility and Execution Practicality -3 marks</p> <p>v. Outreach Planning, Presentation &amp; Response Quality – 4 Marks</p>	20 Marks	The agency will have to submit on the spot Media and its analysis strategy for the given case study within 3 hrs on any date to be notified later during the technical evaluation process.
	<b>Total</b>	<b>100 Marks</b>	

#### **4.3. Financial Proposal Evaluation**

- a) Bidders who score the minimum Technical Score of 60 marks out of 100 marks shall qualify for financial bid opening.
- b) financial bids will be opened on the date and time as specified on GeM portal. MoTA shall inform the Applicants, whose Technical Proposals fulfil the criteria stipulated in the RFP document, about the opening of Financial Proposal.
- c) The financial scores (Sf) will be calculated as per formula mentioned below.  

$$Sf = 100 \times \frac{Fm}{F}$$
 in which “Sf” is the financial score, “Fm” is the lowest Total Price quoted, and “F” is the Total Price quoted in the proposal under consideration.

#### **4.4 Successful Applicant for Award of Contract**

- a) The Successful Applicant shall be the Applicant with the highest weighted combined score as per formula mentioned below:  

$$\text{Weighted Combined Score} = ((\text{Technical Score}) \times 70\%) + ((\text{Financial Score}) \times 30\%)$$
- b) The Bidder scoring the highest weighted combined score shall be awarded the assignment and termed a ‘Successful Applicant’.

c) The Applicant getting the second highest weighted combined score shall be kept as reserve and may be invited at the discretion of the Client for negotiations in case the H-1 Applicant withdraws or fails to comply with the requirement mentioned in the RFP.

d) In the event of the highest weighted combined score of two or more Applicants being the same (Tie- Applicants), MoTA

May award to the Applicant whose Technical Score is higher

OR

Take any such measure as may fit in its sole discretion including annulment of the RFP process.

#### **4.5. Negotiation**

4.5.1 The Successful Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the proposal but will be for re-confirming the obligations of the consultant under this RFP. Issues such as deployment of Key Personnel, scope of work, methodology and quality of work plan shall be discussed during negotiations. In case the Successful Applicant fails to reconfirm its commitment, the Client reserves the right to designate the next ranked Applicant as the Successful Applicant and invite for negotiations.

4.5.2 The Client will not normally consider substitutions except in cases of incapacity of Key Personnel for reasons of health. Similarly, after award of contract the Client expects all the proposed Key Personnel to be available during implementation of the Contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 1 (one) Key Personnel and that too by only equally or better qualified and experienced personnel.

#### **4.6 Award of contract**

4.6.1 After selection, a Letter of Award (the “LOA”) will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 2 (Two) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next ranked Applicant (L-2) may be considered.

4.6.2 **Performance Security:** Performance Security equivalent to 3 (Three) percent of the Total Cost of Financial Proposal shall be furnished from a nationalized / Scheduled Bank, before signing of the contract, in the form of a Bank Guarantee in the form specified at Appendix. For the Successful Applicant, the Performance Security will be retained by Client until the completion of the Assignment by the Consultant and be released 180 (One Hundred and Eighty Day) Days after the completion of the Assignment as per the terms of the Contract.

4.6.3. Execution of Contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, the Successful Applicant shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement. The agreement must be signed within 30

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days of issue of LOA on a stamp paper of Rs 500/- which will be bought by the successful bidder. All the formalities regarding the agreement must be completed by both the parties.

4.6.4 Commencement of Assignment: The Successful Applicant / Consultant is expected to commence the Assignment on the date of Commencement of Service as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the Assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security / Performance Security of the Successful Applicant shall be liable to be appropriated by the Client.

## **5. Terms of Reference / Scope of Work**

### **5.1. General Scope of Work**

(1) The Agency shall provide the following professional services:

(i) Awareness, IEC and Campaign Management: The Agency shall plan, design and implement integrated Awareness and IEC Campaigns, thematic communication drives and community-oriented outreach initiatives for flagship programmes such as PM JANMAN, DAJGUA, Adi Karmayogi Abhiyan, and other schemes as directed by the Ministry.

(ii) Communication and Digital Outreach: The Agency shall ensure timely, accurate and consistent dissemination of the Ministry's initiatives and achievements across all designated social media and digital platforms, in line with communication guidelines approved by the competent authority.

(iii) Creative and Content Development: The Agency shall undertake end-to-end production of all digital and print communication materials, including but not limited to graphics, infographics, social media creatives, newsletters, brochures, reports, campaign collaterals, audio-visual content, short videos, reels and explainers, as required by the Ministry.

(iv) Publications and Coffee Table Books: The Agency shall conceptualize, draft, design and produce official Ministry publications—including brochures, booklets, annual reports, thematic documents—and premium coffee table books capturing tribal heritage, success stories, case studies and major initiatives, as approved by the Ministry.

(v) Stakeholder Coordination: The Agency shall coordinate with Tribal Welfare Departments (TWDs), Tribal Research Institutes (TRIs), NSTFDC, NESTS, TRIFED and relevant Line Ministries/Departments for the collection of information, sourcing of authentic materials, validation of content and ensuring coherence of messaging for all communication activities.

(vi) Brand Building, Public Relations and Influencer Engagement: The Agency shall manage the branding and public relations requirements of the Ministry, including PR support for events, launches, programmes and major initiatives. This shall include media liaison, press outreach, development of event-specific communication strategies and branding, preparation of press notes, and dissemination of updates. The Agency shall additionally identify, onboard and engage social media influencers and digital creators to enhance the visibility, credibility and reach of the Ministry's communication.

(vii) Amplification of Outreach: The Agency shall implement cross-platform amplification strategies—including partnerships, paid promotions, influencer-driven dissemination and optimized media planning—to maximize outreach of campaigns, events and initiatives of the Ministry.

(viii) Feedback, Perception and Grievance Management: The Agency shall conduct continuous monitoring of public sentiment, undertake perception analysis using approved

analytical tools, assess stakeholder feedback from multiple platforms and assist in addressing grievances received through digital and social media channels in coordination with designated authorities.

(ix) **Media Analytics and Reporting:** The Agency shall provide comprehensive weekly and monthly analytics reports for all digital platforms, outlining key performance indicators, demographic insights, engagement trends, sentiment patterns and strategic recommendations for improved communication planning.

(x) **Centralised Data Management:** The Agency shall create and maintain a secure, centralised repository for all sourced, created and processed data, content and communication materials, ensuring organised storage, ease of access and availability for official use by the Ministry.

## **5.2. Scope of Work**

### **5.2.1. Social Media Strategy & Content Management**

#### **a) Social Media Strategy**

The Agency shall develop a result-oriented, comprehensive Social Media Communication Strategy for platforms including Facebook, Twitter (X), Instagram, YouTube, LinkedIn, and any other platforms designated by the Ministry. The Strategy shall require prior approval of the Ministry.

#### **b) Content Strategy & Development**

i. **Engagement:** Content shall be engaging, updated, factual, and relevant to the Ministry's target audience, as assessed through weekly analytics.

ii. **Channel-Specific Content:** Content shall be tailored for each platform and include weekly creation of text posts, images, videos, reels, short AVs, GIFs, infographics, and animations.

iii. **Information Sourcing:** Content shall be based on approved strategies. The Agency shall source information from public-domain resources and inputs provided by the Ministry.

iv. **Creative Development:** The Agency shall produce all required digital and multimedia content as per campaigns, special events, thematic days, and Ministry directives.

v. **Publications & Coffee Table Books:** The Agency shall conceptualise, draft, design, and produce brochures, booklets, annual reports, thematic publications, and premium coffee table books capturing tribal achievements, heritage, and success stories.

#### **c) Approvals & Posting Protocol**

The Agency shall post content only with prior approval of the authorised officer of the Ministry and shall tag relevant individuals/organisations as approved.

**d) Hashtags**

The Agency shall use relevant, approved hashtags across platforms. The Ministry shall provide an approved list.

**e) Grievance Collection**

The Agency shall collect grievances received on social media and promptly forward them to designated Ministry officials.

**f) Coordination With Stakeholders**

The Agency shall coordinate with TWDs, TRIs, NSTFDC, NESTS, TRIFED and relevant Line Ministries for content sourcing, material validation, and aligned communication across schemes.

**5.2.2. Social Media Monitoring, Analysis & Response Management**

a) All posts shall be analyzed for suitability, engagement, reach, comments, sentiment, and interaction metrics.

b) Weekly analysis reports shall include insights and recommendations.

c) The Agency shall establish a mechanism to monitor comments:

Daily reporting of comments to the designated nodal/PIB officer.

Immediate escalation of comments requiring urgent attention.

d) The Agency shall provide sentiment analysis and suggest corrective measures to address negative sentiment.

e) Continuous monitoring shall be conducted to identify spam, unauthorized advertisements, abusive content, misinformation, or disinformation, and such cases shall be escalated to PIB Fact Check.

f) Listening and tracking tools (Talkwalker, Meltwater or equivalent) shall be used to generate audience insights, trend analysis, conversion funnels, engagement dashboards, and strategic data visualisations.

**5.2.3. Integrated Branding & Multi-Media Communication Plan**

The Agency shall:

a) Conduct stakeholder/target-audience mapping and identify brand touchpoints across Ministry programmes.

b) Prepare a comprehensive Two-Year Communication & Events Calendar.

c) Prepare a consolidated Two-Year Branding, Print, Electronic, Outdoor & Digital Plan.

d) Develop a consolidated multimedia buying and branding budget in consultation with the Ministry.

e) Release advertisements only through DAVP at applicable DAVP or lower commercial rates.

f) Execute the approved multimedia plan across print, electronic, outdoor, and digital platforms.

g) Roll out approved activities as per the communication schedule.

h) Monitor and evaluate the rollout weekly/fortnightly/monthly and generate analytics & performance reports.

i) Develop creative assets for campaigns, thematic observances, major events, and flagship schemes such as PM JANMAN, DAJGUA, Adi Karmayogi Abhiyan, etc.

j) The agency may consider integrated branding & multi-media communication plan for **12 to 15** campaigns/initiatives.

The Ministry reserves the right to amend the approved plan.

#### **5.2.4. Public Relations (PR) Management**

The Agency shall undertake comprehensive PR management to enhance visibility, credibility, and public perception of the Ministry's programmes and initiatives.

##### **a) Strategic PR Planning**

- Develop annual and quarterly PR strategies aligned with Ministry priorities.
- Identify narrative pillars, key messages, and proactive storytelling opportunities.
- Maintain a PR calendar aligned with major programmes and national observances.

##### **b) Media Relations**

- Build and maintain relations with national, regional, local, and vernacular media.
- Curate and update media lists across print, electronic, digital, and radio.
- Draft and disseminate press releases, advisories, FAQs, background notes.
- Pitch stories, op-eds, interviews, and human-interest narratives.
- Organise press conferences, media briefings, field visits, and editorial interactions.
- Regular publishing of articles in Special editions of print media

##### **c) PR Content Development**

- Prepare speeches, talking points, op-eds, media kits, press notes, and PR-ready content.
- Develop fact-based and Ministry-aligned communication material.
- Prepare crisis communication material including holding statements.

##### **d) Reputation & Crisis Management**

- Develop a crisis communication framework and escalation protocol.
- Monitor and flag emerging issues.
- Provide rapid-response PR support and ensure unified public messaging.

##### **e) Media Monitoring & Impact Analytics**

- Conduct daily monitoring of print, digital, electronic, and social media coverage.
- Provide real-time alerts for sensitive or high-impact coverage.
- Submit weekly and monthly PR impact reports including sentiment, reach, visibility, and recommendations.
- Benchmark media coverage with peer Ministries.

##### **f) Event PR Support**

- Plan and manage PR for events, launches, campaigns, and field activities.
- Handle pre-event, live-event, and post-event media engagement.
- Prepare media kits and post-event press releases.

#### **5.2.5. Social Media Influencer Engagement**

The Agency shall:

- Prepare and submit a list of suitable influencers for Ministry campaigns and flagship schemes.
- Continuously update and monitor influencer performance and relevance.

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- Engage influencers for thematic campaigns, outreach drives, and events to enhance visibility.
- Organise influencer meet-ups, in consultation with the Ministry, to recognise contributions and strengthen long-term collaboration.
- Ensure compliance with disclosure norms and maintain transparency in influencer partnerships.

### **5.2.6. Media Content Management**

The Agency shall:

- a) Maintain online and offline storage of all content ensuring availability to the Ministry.
- b) Hand over all data within 15 days of contract expiry in Hard Disks and on Cloud.
- c) Retain archived content on Cloud for 12 months post-contract expiry.
- d) Ensure secure, centralised data management for easy retrieval and official use.

### **5.2.7. Reporting Requirements**

#### **(1) Weekly Social Media Reports**

- Performance metrics
- Sentiment analysis
- Changes in follower base
- Key insights + actionable recommendations

#### **(2) Quarterly Social Media Reports**

- Growth in follower base
- Content engagement levels
- Social media presence analysis
- Traffic and trend analysis
- Comparative content analysis
- Recommendations for strategic refinement

#### **(3) PR & Media Monitoring Reports**

- Weekly PR impact reports
- Monthly consolidated PR analysis
- Benchmarking with peer Ministries

### **5.3. Infrastructure Requirement**

The client Ministry/Department shall provide the on-site resource appointed by the Agency with office space, furniture, and electricity at no cost for operational purposes. However, the Agency shall be responsible for providing its own resources, including but not limited to laptops, computers, software, and any other necessary equipment and tools required for the execution of its obligations.

### **5.4. Resource Deployment**

The agency shall ensure that following resources are made available to the Ministry/ Department for effective social media communication within seven days of issue of work order:

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<b>S. No</b>	<b>Position</b>	<b>No. of Personnel</b>	<b>Qualification, Work Experience, and Expected Roles and Responsibilities</b>
1	Project Manager	01	<p><b>Qualification and Work Experience</b> Graduate/Post Graduate Degree in Mass Communication, Journalism, Marketing, Social Sciences or any other related fields from reputed institute with minimum 09 years of experience.</p> <p><b>Expected Roles and Responsibilities</b> Focal point of contact with the concerned office and function as the Campaign Manager cum team leader of PR and Social Media Team.</p>
2	Associate Project Manager	01	<p><b>Qualification and Work Experience</b> Graduate/Post Graduate Degree in Mass Communication, Journalism, Marketing, Social Sciences or any other related fields from reputed institute with minimum 07 years of experience.</p> <p><b>Expected Roles and Responsibilities</b> Focus on managing the overall hygiene, formulating campaign strategies, coordinating with back-end team (design, and content) and shall have ability to analyse social media platforms for the MoTA.</p>
3	PR Manager	01	<p><b>Qualification and Work Experience</b> Graduate/Post Graduate Degree in Public Relations, Communications, Mass Communication, Journalism, Marketing, Social Sciences or any other related fields from reputed institute with minimum 05 years of experience.</p> <p><b>Expected Roles and Responsibilities</b> Focus on writing press releases, coordinating with journalists, reporters, and social media influencers to enhance public relations.</p>
4	Content Writer (English/Hindi)	04	<p><b>Qualification and Work Experience</b> Graduate in Mass Communication, Journalism, Social Sciences, English, Hindi or any other related fields with minimum 04 years of experience at similar positions</p> <p><b>Expected Roles and Responsibilities</b></p>

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			Focus on writing content for social media as well as reports to be shared with MoTA with regards to the campaigns run by the PR and Social Media Team.
5	Graphic Designers	03	<p><b>Qualification and Work Experience</b> Graduate/Diploma/Certificate in Designing Courses or any other related fields with minimum 03 years of experience at similar positions. Advanced skills in creatives making, video editing software such as Adobe Creative Suit, CoralDraw, Edios 11 Pro, and animation etc.</p> <p><b>Expected Roles and Responsibilities</b> Focus on creating designs for social media and website / portals of MoTA</p>
6	Video Editor / Animator	02	<p><b>Qualification and Work Experience</b> Graduate/Diploma/Certificate in Designing Courses or any other related fields with minimum 03 years of experience at similar positions. Advanced skills in video editing software such as Adobe Creative Suit, Edius 11 Pro, and animation etc.</p> <p><b>Expected Roles and Responsibilities</b> Focus on creating videos for social media and website/ portals of MoTA</p>
7	Social Media Analyst	02	<p><b>Qualification and Work Experience</b> Graduate with Minimum 03 years of experience at similar positions/fields.</p> <p><b>Expected Roles and Responsibilities</b> Focus on doing analysis and producing reports to guide the strategy for enhancing social media reach of MoTA.</p>
8	Photographer	01	<p><b>Qualification and Work Experience</b> Minimum 3 years of experience in Photography and Photo-editing</p> <p><b>Expected Roles and Responsibilities</b> Focus on covering events of MoTA and its initiatives.</p>
9	Videographer	01	<b>Qualification and Work Experience</b>

			<p>Minimum 3 years of experience in Videography, film making, video production, cinematography.</p> <p><b>Expected Roles and Responsibilities</b> Focus on covering events of MoTA and its initiatives.</p>
	<b>Total</b>	<b>16</b>	

**5.4.1. Educational Background Verification:**

(1) The Ministry shall reserve the right, at its sole discretion, to verify the educational background, academic qualifications, and professional credentials of all personnel deployed by the Agency for the provision of PR and Social Media Management Services.

(2) The Agency shall, upon request, promptly furnish all relevant documents, certificates, and supporting evidence necessary to substantiate the educational and professional qualifications of its personnel, including but not limited to those engaged in content creation, public relations, media coordination, analytics, and social media operations.

(3) The Agency shall ensure full cooperation with the Ministry during the verification process and shall, if so, directed by the Ministry, replace any personnel found to be unsuitable, inadequately qualified, or non-compliant with the requirements of the assignment. Such replacement shall be carried out without any additional financial implication to the Ministry.

(4) The agency **shall submit the CVs for the post of Project Manager, Associate Project Manager, and PR Manager along with the bid.** CVs for the rest of the human resources to be deployed shall be submitted by the shortlisted bidder after the award of the bid.

**5.4.2. Work Schedules and responsibilities**

(1) Deployment at the Ministry: The Project Manager and the designated team shall be deployed at the Ministry premises as per arrangements approved by MoTA. The Project Manager shall ensure adequate staffing at all times and arrange immediate replacement of personnel who are unavailable due to leave or any other exigency.

(2) Working Hours and Calendar Compliance: The deployed team shall follow the Ministry’s official working calendar and remain available during regular office hours. The team shall also be available beyond office hours, including weekends and holidays, as required during campaigns, events, and urgent communication activities.

(3) Attendance Recording and Verification: The team shall mark attendance through methods prescribed by MoTA. Attendance shall be monitored by an Authorized Official of the Ministry. Any absence without prior approval shall be treated as unauthorized. Attendance reports shall be submitted along with monthly invoices.

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(4) Coordination with Ministry Divisions: The team shall engage with all concerned officials of various divisions within the Ministry for information gathering, content development, and coordination of communication activities.

(5) Approval of Content and Communication Materials: All content—including social media posts, campaign materials, press releases, IEC content, and creative assets—shall be submitted for approval to the respective Joint Secretaries or their designated officials prior to publication.

(6) Access to Ministry Documents: The Agency's research and content teams shall be provided access to relevant Ministry reports, publications, scheme documents, and reference materials necessary for content creation and communication planning.

(7) Coordination with Attached and Affiliated Organisations: The team shall actively coordinate with PROs and officials of TWDs, TRIs, NESTS, NSTFDC, TRIFED, and other affiliated organisations under MoTA for information flow, content sourcing, and dissemination of communication materials.

(8) Coordination with Line Ministries and Departments: The team shall liaise with relevant Line Ministries and Departments associated with flagship schemes such as PM JANMAN, DAJGUA, Adi Karmayogi Abhiyan, and other national initiatives to ensure harmonised and accurate communication.

(9) Coordination with Press Information Bureau (PIB): The team shall work with PIB officials for drafting, reviewing, and releasing press notes, media advisories, and official statements of the Ministry.

(10) Digital Content Development: The team shall create high-quality content for social media platforms, websites, newsletters, IEC materials, awareness campaigns, and digital publications in accordance with the strategic communication requirements of the Ministry.

(11) Design and Creative Production: The team shall design and produce visual and creative materials including infographics, posters, banners, reels, short videos, brochures, newsletters, campaign collaterals, and publications such as annual reports, coffee table books, and thematic documents. The agency shall do a minimum of 15-20 field shoots in consultation with the Ministry.

(12) Awareness and IEC Campaigns: The team shall conceptualise, plan, and execute IEC and awareness campaigns for Ministry schemes and initiatives, including digital outreach, ground-level amplification, and engagement with stakeholders.

(13) Social Media Platform Management: The team shall manage all official social media platforms of the Ministry, ensuring timely posting, daily updates, public engagement, grievance redressal, and adherence to MoTA's communication protocols.

(14) Social Media Influencer Engagement: The team shall identify, onboard, brief, coordinate with, and manage collaborations with social media influencers, including organising influencer meet-ups and engagement activities as approved by MoTA. The agency shall do a minimum of 6

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posts engaging social media influencers per month whereas social media influencers shall have a minimum followers count of 100K.

(15) **Monitoring, Listening, and Analytics:** The team shall perform daily monitoring of social media and digital platforms, conduct sentiment and perception analysis, track media performance, and submit analytical reports on a weekly and monthly basis to support strategic decision-making.

(16) **Public Relations and Media Coordination:** The team shall undertake PR activities including media outreach, story pitching, journalist coordination, development of PR narratives, event-based media support, and real-time communication assistance during high-visibility Ministry engagements.

(17) **Event Management Support:** The team shall plan, coordinate, and support Ministry events such as inaugurations, MoU signings, press briefings, workshops, conferences, and major outreach activities, in collaboration with designated Ministry officials.

(18) **Field-Level Content and Outreach:** The team shall support the collection of field-level content including photographs, videos, testimonials, and success stories and shall coordinate amplification through local media, TWDs, TRIs, and other partner agencies.

(19) **Engagement of Specialist Resources:** The Agency may engage specialized consultants or service providers for specific tasks, subject to prior approval of MoTA. Such services shall be reimbursed as per applicable DAVP rates, or where unavailable, at rates approved by MoTA.

#### **5.4.3. Leave Policy:**

(1) Every team member may avail maximum 18 leaves in a calendar year on a pro-rata basis with approval of concerned authorities. At the end of the calendar Year the un-availed leaves shall lapse.

(2) The leave cannot be claimed as team members right and shall be granted subject to the requirements of the Ministry.

#### **5.5. Minimum Social Media Content Production Mandate**

##### **(1) Regular Content Requirements:**

**(i) Text Posts:** The Agency shall produce and publish on an average of One (01) text posts per day. These posts should include updates, news, announcements, and interactive content relevant to the client Ministry/Department's objectives and audience. On average, the Agency shall ensure the publication of at least Fifty (50) text posts per Month.

**(ii) Infographics:** The Agency shall create and share on average Two (2) infographics with texts per Week. These should be designed to present complex information, statistics, or updates in a visually engaging manner. On average, the Agency shall deliver at least Fifteen (15) infographics per Month.

**(iii) Videos:** The Agency shall produce and post on average two (2) social media videos per week of up to 60 seconds. These videos should cover key topics, updates, or educational content related to the client Ministry/Department's activities. On average, the Agency shall post

## *Engagement of an Agency to undertake Social Media and PR Management Work on Monthly Retainership Basis*

at least fifteen (15) videos per month. The agency shall do a minimum of 15-20 field shoots in consultation with the Ministry.

**(iv) Memes:** The Agency shall create and post on average two (2) memes per week as per Ministry/Department's directions. These memes should be designed to engage the audience through humour or relevant commentary, while aligning with the Ministry/ Department's messaging. On average, the Agency shall produce at least fifteen (15) memes per Month.

(v) The agency shall create other social media content formats as decided by the client Ministry/Department.

(2) Such a similar comprehensive content production plan as decided by client Ministry/ Department which ensures a diverse and engaging presence on social media, effectively reaching and interacting with the audience while accommodating increased activity during significant events.

(3) The Client Department/Ministry retains the discretion to determine and amend the content requirements within the broad framework outlined above, as deemed necessary to meet its needs. The Agency shall not have the right to refuse or deny any such amendments, which shall be made at the Client Department/Ministry's sole discretion.

### **5.6. Duration of Assignment**

(1) The Assignment shall be initially for a period of 2 years subject to the satisfactory execution of the assigned works. The same may be extended for another period of one year on the basis of performance reviews with a price escalation of 10% after due approval from MoTA. All other terms and conditions will remain unchanged.

### **5.7. Payment Terms**

(1) The payment will be released on a monthly basis on the submission of the Tax invoice to MoTA along with the relevant supporting documents and approval of MoTA for release of the payment.

(2) The invoice shall only be considered if accompanied with payment evidence of applicable EPF/ESI/Labour/Statutory payments documents/certificates etc.

(3) Bidder shall submit a Tax invoice within seven (7) days of the following month for Manpower resources and the remaining payment shall be made Quarterly based on the satisfactory reports, deducting penalties if any.

(4) No Advance payment shall be made by MoTA.

(5) The calculation of each month will be based on the number of resources working/present in each month. A necessary log sheet shall be maintained for engaged resources and the same has to be certified from MoTA prior to submission of the invoice by the Consultant.

(6) The selected agency shall strictly adhere to the latest applicable rates prescribed by the Central Bureau of Communication (CBC). Positions for which no reference remuneration is prescribed by CBC, the remuneration shall be aligned with the prevailing rates of Consultant Grade-I and Consultant Grade-II, as notified and adopted by NITI Aayog and the Ministry of Tribal Affairs, as applicable from time to time. (see Form 6B)

### **5.8. Outstation Travel:**

**Engagement of an Agency to undertake Social Media and PR Management Work on Monthly Retainership Basis**

- a) The personnel deployed by the selected agency in the Ministry may be deputed on official tours outside the headquarters in connection with official work. Such personnel shall be entitled to reimbursement of conveyance charges, air/train fare, and boarding and lodging expenses, in accordance with the entitlements applicable to Central Government officers at Pay Level-6, for travel within the country, subject to prior approval of the competent authority. Air travel shall be permissible for travel to the Northeastern Region and other locations inadequately connected by rail, as per extant Government guidelines.
- b) The agency shall submit duly supported bills to the Ministry of Tribal Affairs, and payments shall be released as per admissibility and applicable financial rules.
- c) O.M.No. 19030/1/2017-E.IV dated 10th July 2017 shall be referred for determination of entitled reimbursement in accordance with the entitlements applicable to Central Government officers at Pay Level-6.

**5.9. Penalty for non-performance:**

The performance shall be determined against the following Monthly Deliverables, and in case of non-achievement of targets the penalty shall be imposed for shortcomings as mentioned against each content type.

S. No.	Content Detail	Min. Requirement	Penalty
1	Text Posts	50 per month	Rs. 2000 per post
2	Infographics	15 per month	Rs. 3500 per post
3	Videos (upto 60 secs)	15 per month	Rs. 5000 per post
4	Followers on X, Instagram, Facebook, YouTube	10% increment per year	Rs. 100 per follower
5	Analytics	Weekly, Monthly, Quarterly, Annually, and within 7 days of any campaigns carried out by the Ministry nationally	Rs. 5000 per report

**5.10. Minimum Wages Compliance:**

(1) Compliance with Wage Laws: The Agency agrees to comply with all applicable minimum wage laws and regulations as stipulated by national and local authorities. This includes, but is not limited to, adherence to the minimum wage rates, overtime pay, and other compensation requirements as per the applicable laws.

(2) Payment of Wages: The Agency shall ensure that all employees, contractors, and subcontractors engaged in the performance of work under this contract are compensated in accordance with the minimum wage laws. The Agency shall maintain accurate records of wages paid and make such records available for inspection upon request by the client Ministry/Department or relevant authorities.

(3) Indemnification: The Agency shall indemnify and hold harmless the MoTA from any claims, liabilities, or penalties arising from the Agency’s failure to comply with minimum wage laws and

regulations. This includes any claims by employees, contractors, or subcontractors for unpaid wages or other compensation.

(4) Notification of Changes: The Agency shall promptly notify the client Ministry/Department of any changes in wage laws or regulations that may affect the performance of this contract. The Agency shall make necessary adjustments to ensure continued compliance.

(5) Verification: The client Ministry/Department reserves the right to verify the Agency's compliance with minimum wage laws through audits or inspections, and the Agency shall fully cooperate with such verification efforts.

#### **5.11. Confidentiality:**

(1) Obligations of Confidentiality: The Agency agrees to maintain the confidentiality of all proprietary, sensitive, and confidential information related to the client Ministry/Department and its operations (hereinafter referred to as "Confidential Information"). Confidential Information includes, but is not limited to, policy plans, financial data, strategies, social media content, user data, and any other information designated as confidential by the client Ministry/Department.

(2) Non-Disclosure: The Agency shall not disclose confidential information to any third party without the prior written consent of the client Ministry/Department, except as required by law. This obligation of non-disclosure extends to the Agency's employees, contractors, and subcontractors who may have access to such information.

(3) Use of Confidential Information: Confidential Information shall only be used for the purposes of fulfilling the Agency's obligations under this contract and shall not be used for any other purpose.

(4) Return or Destruction of Confidential Information: Upon completion or termination of this contract, or upon request by the client Ministry/Department, the Agency shall promptly return or destroy all Confidential Information and any copies thereof in its possession and provide written confirmation of such return or destruction.

(5) Duration: The confidentiality obligations set forth herein shall survive the termination or expiration of this contract for a period of [e.g., five (5) years].

#### **5.12. Deliverables in Brief:**

(1) Resource Deployment Confirmation: The Agency shall confirm the deployment of the approved team, including the Project Manager and all required personnel, within seven (7) days from the date of issuance of the Work Order or Letter of Acceptance.

(2) Inception Report: The Agency shall submit an Inception Report within fifteen (15) days of commencement, outlining the operational plan, workflows, approval mechanisms, content pipelines, escalation matrices, and communication protocols.

(3) Annual and Quarterly Communication Strategy: The Agency shall prepare and submit a comprehensive Annual Communication Strategy covering:

- Social Media Strategy
- PR & Media Outreach Strategy
- Branding and Visual Identity Plan
- IEC and Awareness Campaign Strategy
- Digital, Print, Outdoor, and Electronic Media Plan
- Quarterly updates shall be submitted in alignment with changing priorities.

(4) Weekly Social Media Strategy & Content Calendar: The Agency shall submit a weekly content plan at least one (1) week in advance, covering all posts for the Ministry's social media platforms. Posting shall commence only upon approval of designated Ministry officials.

(5) Comprehensive Plan of Action (PoA): The Agency shall submit a detailed Plan of Action covering all schemes and initiatives of the Ministry—including PM JANMAN, DAJGUA, Adi Karmayogi Abhiyan, NESTS, NSTFDC, TRIFED, TRIs, TWDs, and other stakeholders—as per the General Scope of Work.

(6) Content Management and Daily Posting: The Agency shall continuously update, maintain, and create high-quality content in line with the approved strategy and post on all designated platforms with prior approval.

(7) Multimedia Creative Production: The Agency shall produce creative and multimedia assets, including:

- Posters, infographics, banners, GIFs
- Short videos, reels, animated videos
- Coffee table books, brochures, newsletters
- IEC material for awareness campaigns
- Event creatives, standees, backdrops, and branding collaterals

The Agency shall coordinate with vendors, printers, and affiliated bodies for execution.

(8) PR & Media Management Deliverables: The Agency shall deliver the following PR outputs.

- Annual and quarterly PR plans
- Press releases, media advisories, FAQs, background notes
- Speeches, talking points, op-eds, media kits
- Crisis communication materials and rapid-response messaging
- Event PR (pre-event, live coverage, post-event communication)
- Media tracking, story pitching, and journalist coordination.

(9) Social Media Influencer Engagement: The Agency shall,

- Provide a curated and regularly updated influencer database
- Conduct influencer outreach and manage collaborations
- Facilitate content briefs, approvals, and deliverables
- Organize influencer engagement sessions/meet-ups approved by MoTA
- Ensure measurable reach and visibility outcomes.

(10) Event Support Deliverables: The Agency shall support Ministry events including inaugurations, MoU signings, launches, field visits, workshops, and special campaigns. Deliverables include,

- Event branding concepts
- Media and PR coordination
- Live updates and coverage
- Post-event communication reports.

(11) Monitoring, Listening & Analytics: The Agency shall perform continuous monitoring of all social media platforms and submit,

- Weekly performance reports (engagement, reach, sentiment, highlights)
- Monthly analytical reports (trends, growth analysis, competitor benchmarking)
- Quarterly strategic review reports (recommendations, content performance, audience insights)
- Real-time alerts for misinformation, adverse sentiment, or sensitive issues.

(12) Compliance with Ministry Requirements: All content and activities—including social media posts, PR releases, influencer activities, IEC material, and event creatives—shall strictly comply with the Ministry’s approved communication guidelines and strategies.

(13) Data and Content Repository Management: The Agency shall maintain secure online and offline repositories of all content, creatives, analytics reports, and raw files.

- Updated repository to be available at all times
- Submission of all data within 15 days of contract expiry
- Cloud storage to be retained for 12 months post-contract.

(14) Outreach Amplification & Stakeholder Coordination: The Agency shall coordinate with TWDs, TRIs, NESTS, TRIFED, NSTFDC, PIB, and line Ministries to amplify outreach and ensure harmonized messaging across platforms and regions.

### **5.13. Intellectual Property Rights (IPR) & Ownership of Materials**

(1) All deliverables, content, creative materials, designs, strategies, documents, reports, audiovisual products, digital assets, software code, graphics, illustrations, photographs, animations, infographics, social media creatives, and any other work produced by the Agency under this engagement shall be the exclusive property of the Ministry of Tribal Affairs (MoTA), Government of India.

(2) The Agency shall assign and transfer all copyrights and intellectual property rights of the materials created to MoTA, without any additional cost, immediately upon creation and submission.

(3) The Agency shall not use, publish, reproduce, license, or distribute any part of the materials created for MoTA for any other client, institution, or individual, unless prior written approval is provided by MoTA.

(4) MoTA shall have unrestricted, perpetual, and worldwide rights to use, reproduce, publish, modify, distribute, and adapt the materials in any form, including print, digital, electronic, or any other media, without any limitation.

(5) The Agency shall ensure that all content produced is original and does not infringe on any third-party rights. In case any copyright dispute arises, the Agency will be solely responsible for resolving such issues and indemnifying MoTA against any claims.

(6) Any raw files, editable files, project files, source codes, or master files connected with the work shall also be handed over to MoTA without delay and shall remain MoTA's exclusive property.

**5.14. Other Conditions**

(1) The Agency agrees, both during the term and following the completion or termination of the contract, that it shall not engage in any work or project that may adversely affect the reputation or image of the client Ministry/Department.

(2) Upon completion or termination of the contract, the Agency shall deliver all relevant credentials, source code, and any related materials to the client Ministry/Department, subject to the satisfaction of the designated official from the client Ministry/Department.

**Form 5A: Technical Proposal Submission Form / Declaration**  
(on letter head)

[Location, Date]

To,

Ministry of Tribal Affairs

Kartavya Bhavan – 1, Man Singh Road, New Delhi – 110001

**Subject: RFP for Engagement of an Agency for Social Media and PR Management Work on Monthly Retainership Basis for the Ministry of Tribal Affairs (MoTA)**

Dear Sir/Ma'am,

With reference to your RFP document dated ....., we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant] [insert full name and address Consultant].

We understand you are not bound to accept any Proposal you receive.

If negotiations are held during the period of validity of the Proposal, i.e., before [date], we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

Further:

(1) We acknowledge that MoTA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, 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.

(2) This statement is made for the express purpose of appointment as the Consultant for the aforesaid Assignment.

(3) We shall make available to MoTA/Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

(4) We acknowledge the right of MoTA/Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

(5) We certify that in the last 3 years, we/any of our Consortium Member have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from

any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

(6) We declare that:

(a) We have examined and have no reservations to the RFP, including any Addendum/ corrigendum issued by the Client;

(b) We do not have any conflict of interest in accordance with the terms of RFP

(c) We have 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 Client or any other public sector enterprise or any government, Central or State; and

(d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(7) 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 the Consultant, without incurring any liability to the Applicants.

(8) We certify that in regard to matters other than security and integrity of the country, we or any of 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 our ability to undertake the Consultancy for the Assignment or which relates to a grave offence that outrages the moral sense of the community.

(9) We further certify that 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. We further certify that we have not 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.

(10) We further certify that no investigation by a regulatory authority is pending either against us or against or against our CEO or any of our Directors / Managers

(11) We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consultant or in connection with the selection process itself in respect of the above-mentioned Assignment.

(12) We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Assignment is not awarded to us or our proposal is not opened or rejected.

(13) We agree to keep this offer valid for One Hundred and Eighty (180) days from the Proposal Due Date specified in the RFP.

*Engagement of an Agency to undertake Social Media and PR Management Work on Monthly Retainership Basis*

(14) A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

(15) The Statement of Legal Capacity as per format provided, duly signed and stamped is enclosed.

(16) Bid Security as provided in the RFP has been paid by us and we are enclosing the proof of such payment.

(17) In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

(18) We have studied the RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.

(19) The Technical and Financial Proposal is being submitted. This Technical Proposal read with the Financial Proposal shall constitute the application which shall be binding on us.

(20) We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and stamp of the Applicant/Member in Charge)

**Form 5B: General Information of Applicant**

**(1) Applicant**

- (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:

**(2) Brief Description of the Company including details of its main lines of Business**

**(3) Details of individual(s) who will serve as the point of contact/ communication for MoTA:**

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) E-Mail Address:

**(4) Particulars of the Authorized Signatory of the Bidder:**

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Phone Number:
- (f) Email Address:

**Form 5C: Format of Pre-Qualification Experience**

**(1) Government Experience**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as a Lead Member/Member in Charge of the major companies within an JV/consortium for carrying out consulting services similar to the ones requested under this assignment. In case of the contract jointly executed by the Applicant (as a part of consortium, the Applicants should further support his claim for the share of work done for that particular conduct by producing a certificate from Client or Statutory Auditors Certificate or self-certificate, for Experience as JV/Consortium, the value shall be as per the Share of the Agency in said JV/Consortium]

- (a) Use Assignments with a copy of proof of experience as required for meeting the Pre-Qualification criteria prescribed.
- (b) Exhibit only those Assignments undertaken in the last three (03) years preceding the Proposal Due Date.
- (c) Assignment without the proof of experience will not be considered

Assignment Name:	Approx. value of the Contract (in INR in Crore)
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore)
Start Date (Month/Year): Completion Date (Month/Year):	No: of professional staff months provided by associated Consultants:
Name of Lead Member: Name of Associated Consultants, If any	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director / Coordinator, Team Leader):
Narrative Description of Assignment:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Note: For the purpose of evaluation of applicants, the exchange rate for USD or other currencies will be considered as the prevailing exchange rate on the date of completion of the assignment.

Please limit the description of each project in two A4 size sheets of paper. Descriptions exceeding two A4 size sheets of paper shall not be considered for evaluation.

**Form 5E: Format of Financial Capacity (Turnover/Net Worth)**

[Use the below format to exhibit Turnover figure for the past three (3) financial years only]

S. No	Financial Year	Annual Turnover (in Rs. Cr)	Net Worth (in Cr.)	Revenue from Creatives / Media Production [non-media buying source]
1	2025-26			
2	2024-25			
3	2023-24			
4	2022-23*			

\* - In case audited accounts of the FY 2025-26 are not available, the same of the FY 2022-23 may be supplied for the purpose of this clause.

Note: The certificate of Annual Turnover is to be provided by the Applicant(s) from its respective Statutory Auditor.

**Certificate from the Statutory Auditor**

This is to certify that -----(Name of the Firm) (Registered Address) has received the payments / earned revenue shown above against the respective years.

Name of the Authorized Signatory

Designation:

Name of the Firm: -----

(Signature of the Statutory Auditor Seal of the Firm)

**Note: This form shall be submitted on the letter head of the Statutory Auditor**

**Form 5F: Format for Power of Attorney for Authorized representative**

Know all men by these presents, We, .....(name of organization 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 / retained by us and holding the position of....., ..... as our true and lawful attorney (hereinafter referred to as the "Authorized Representative"), with power to sub- delegate to any person, 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 and selection for the {Assignment name}, being undertaken by Ministry of Tribal Affairs (the "Client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information / responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and / or upon award thereof to us till the entering into of the Contract with the Client.

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 PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ... DAY OF....., 20\*\*

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

Witnesses:

- 1.
- 2.

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.
2. Wherever required, the Applicant 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 Applicant
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, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

**Form 5G: Declaration for No Conflict of Interest**

It is certified that as on date We including our associates have no conflict of interest, with any other organization, department or party(ies) with respect to the nature of work we (the Agency/ Firm) are applying for and that during the assignment we will not undertake any assignment/ work/job which may affect the interest of the Client.

Signature of Authorized Person \_\_\_\_\_ Date:

Name

Designation

Place:  
Stamp

**Form 5H: Undertaking for not being blacklisted and/or barred due to fraudulent activities and declaration of ineligibility for corrupt or fraudulent practices**

We do hereby undertake that we / any or any of our sister concerns have not been blacklisted and/or barred by any central/state government department/organization or public sector undertaking or any regulatory institution due to any criminal & Cyber offence/ fraudulent practices nor have been declared ineligible for corrupt or fraudulent practices.

Signature of Authorized Person

Name

Date:

Designation

Place:

Stamp

**Form 5I: Details of Works Presented During Evaluation**

<b>S. No .</b>	<b>Type of Creative</b>	<b>Name of the Creative Film/ Audio etc.</b>	<b>Year of Production</b>	<b>Work Order No.</b>	<b>Work Order Date</b>	<b>Work Completion Certificate No.</b>

Signature of Authorized Person \_\_\_\_\_ Date:

Name  
Designation

Place:  
Stamp

**Form 5J: Curriculum Vitae (CV) for proposed Key Personnel**

(with one page of summary of experience)

Limit each CV to 4 pages single-sided.

1	Proposed Position	Only one candidate shall be nominated for each position		
2	Name of Firm	Insert name of firm proposing		
3	Name of Staff	[First] [Middle] [Surname]		
4	Date of Birth	[Day, Month, Year]	Nationality	
5	Education	Indicate college/ university and other specialized education of staff member, giving names of institutions, qualifications obtained and year of passing		
6	Membership of Professional Organizations			
7	Training & Publications:	[Indicate significant training since education degrees (under 5) were obtained]		
8	Countries of Work Experience	List countries where staff has worked in the last ten years		
9	Languages	Language	Proficiency (good / fair / poor)	
			Speaking	Reading Writing
		English		
		Language 2		
10	Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held.]:	Name of Organization	Position Held	Duration
11	Detailed Tasks Assigned			
12	Work Undertaken that Best Illustrates the Required Professional Experience	<p>[Among the assignments in which the Staff has been involved, indicate the Tasks Assigned</p> <p>following information for those assignments that best illustrates staff's professional experience as per the requirements of this RFP</p> <p>Name of assignment or project: Year: Location: Client:</p>		

*Engagement of an Agency to undertake Social Media and PR Management Work on Monthly Retainership Basis*

		Relevant project features: [size in INR, details of eligible projects and services provided]  Positions held: Activities performed:
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**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member]  
Full name of staff:

Day/Month/Year  
Date:

**Form 6A: Financial Proposal Submission Form**

[Location, Date]

To,

Ministry of Tribal Affairs  
Kartavya Bhavan – 1, Man Singh Road,  
New Delhi – 110001

**Subject: Engagement of an Agency to undertake Social Media and PR Management Work on Monthly Retainership Basis for the Ministry of Tribal Affairs (MoTA)**

Dear Sir/Ma'am,

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal (including GST) is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely — Prevention of Corruption Act 1988.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm and Address:

**Form 6B: Summary of Costs**

**(a) Summary of Costs for the duration of contract (Amount in INR)**

S. No.	Position	Unit (Work-Month)	Rate	Amount
1	Human Resources			To be Quoted on GeM
2	Cost of Software and Analytics Tools			To be Quoted on GeM
3	Cost of Branding, PR, and engaging Social Media Influencers			To be Quoted on GeM
4	Design and production of Audio-visual, Documentary videos, Advertisements (Digital and Print), Radio Jingles, and miscellaneous			To be Quoted on GeM
	Applicable GST			To be Quoted on GeM
	Total Amount for 1st year (Inclusive of GST)			To be Quoted on GeM
	Total Amount for 2nd year (after 7% increment in Human Resources Cost) (Inclusive of GST)			To be Quoted on GeM

**(b) Cost of Human Resources deployed**

Summary of Costs of Human Resources						
A	Human Resources					
A1	Overall PR and Media Management (Including social media)	Qty	Unit (Months)	Rate Per Month	Annual Cost	CBC Rates / Other rates approved by Govt. bodies
a)	Project Manager	1	12	₹ 170,000	₹ 2,040,000	Consultant Grade-II (Niti Ayog)
b)	Copy Writer / Content Writer	1	12	₹ 80,000	₹ 960,000	As per CBC rates

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c)	Photographer	1	12	₹ 70,000	₹ 840,000	NA
d)	Videographer	1	12	₹ 70,000	₹ 840,000	NA
<b>A2</b>	<b>PR Management</b>					
a)	Public Relations Manager	1	12	₹ 150,000	₹ 1,800,000	Consultant Grade-II (Niti Ayog)
b)	Copy Writer / Content Writer	1	12	₹ 80,000	₹ 960,000	As per CBC rates
<b>A3</b>	<b>Media Management (Including social media)</b>					
a)	Associate Project Manager	1	12	₹ 140,000	₹ 1,680,000	Consultant Grade-I (Niti Ayog and MoTA)
<b>A4</b>	<b>Social Media Management</b>					
a)	Graphic Editors/Designers	3	36	₹ 120,000	₹ 4,320,000	As per CBC rates
b)	Video Editor / Animator	2	24	₹ 120,000	₹ 2,880,000	As per CBC rates
c)	Copy Writer / Content Writer	2	24	₹ 80,000	₹ 1,920,000	As per CBC rates
d)	Social Media Analyst	2	24	₹ 80,000	₹ 1,920,000	Consultant Grade-I (Niti Ayog)
	<b>Sub-Total (A)</b>	<b>16</b>			<b>₹ 20,160,000</b>	

**Note:**

1. Financial Proposal shall be submitted online only on GeM Portal.
2. In case of any discrepancy in the amount quoted in figures and words, the amount quoted in words shall be considered as quoted amount.
3. Financial Proposal shall be binding upon us subject to expiration of the validity period of the Proposal i.e. 180 days from the last date of submission of this Proposal.
4. The agency's margin, overheads and profit may be accommodated within the overall quoted cost and not by reducing the prescribed manpower remuneration given in Form 6B.(b).

## **7. Standard Forms of Contract**

CONTRACT FOR “ENGAGEMENT OF AN AGENCY TO UNDERTAKE SOCIAL MEDIA AND PR MANAGEMENT WORK ON MONTHLY RETAINERSHIP BASIS FOR THE MINISTRY OF TRIBAL AFFAIRS (MoTA)”

between

Ministry of Tribal Affairs (MoTA)

and

[Name of Consultants]/Lead Member

Dated:

## **7.1 Form of Contract**

### **Contract to undertake “Engagement of an Agency to undertake Social Media and PR Management Work on Monthly Retainership Basis for the Ministry of Tribal Affairs (MoTA)”**

This CONTRACT (hereinafter called the “Contract”) is made on the [Date in words] day of the [month] month of [year in “yyyy” format], by and between

Ministry of Tribal Affairs (MoTA), having its office at Kartavya Bhavan – 1, Man Singh Road, New Delhi – 110001, India, hereinafter referred to as the “Client” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assignees of the First Part.

and

\*Name of Consultants and registered address (hereinafter called the “**Consultant(s)**”) which expression unless repugnant to context or meaning thereof shall include its successors, affiliates, and assignees of the Second Part.

#### **WHEREAS**

The Client vide Request of Proposal for the Appointment of Consultant for “**Engagement of an Agency to undertake Social Media and PR Management Work on Monthly Retainership Basis for the Ministry of Tribal Affairs (MoTA)**” (hereinafter called the “**Consultancy**”) has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the “**Services**”);

(a) The consultant submitted its proposal for the aforesaid work, whereby the consultant represented to the Client that it had the required professional skill, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.’

(b) The Client, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ----- (the “LOA”) and

(c) In pursuance of the LOA, the parties hereto hereby agree as follows

NOW THEREFORE the parties hereto hereby agree as follows:

(1) The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called “GCC”);

(b) The Special Conditions of Contract (hereinafter called “SCC”);

(c) The following Appendices:

(i) Appendix A : Terms of reference containing, inter-alia, the Description of the Services and reporting requirements, (reproduce Section – 5 (Terms of Reference / Scope of Work)

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- (ii) Appendix B : Key Personnel, Task assignment, qualification requirements of key Personnel (reproduce as per Form 5J submitted by the Applicant)
- (iii) Appendix C : Accepted Cost Break-up (reproduce Form 6B submitted by Applicant)
- (iv) Appendix D : “Conformed Document” which incorporates all the changes, modifications and results of the contract discussion, if required
- (v) Appendix E : Copy of Letter of Award (attached signed copy of Letter issued by Client)
- (vi) Appendix F : Copy of letter of Award/ acceptance by Consultant (Attached signed and accepted copy of Letter of Award by Consultant)
- (vii) Appendix G : Copy of Bank Guarantee for Performance Security
- (viii) Appendix H : Clarifications, if any
- (ix) Appendix I : Hours of work for Consultant’s Personnel, if required
- (x) Appendix J : Correspondence, if any undertaken
- (xi) Appendix K : Signed and stamped copy of RFP and all corrigendum issued

(2) The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) Client will make payments to the Consultants in accordance with the provisions of the Contract.

(3) Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:

- (a) The provisions of this Contract shall override all provisions of other documents of the Contract.
- (b) the provisions of the SCC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
- (c) the provisions of the GCC shall be subject to the Contract SCC, but shall take precedence over all other documents comprising the Contract; and
- (d) the Appendices shall subject to each of the Contract, SCC and the GCC
- (e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Consultant

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF Client

[Signature] [Name] [Designation]

FOR AND ON BEHALF OF CONSULTANT

*Engagement of an Agency to undertake Social Media and PR Management Work on Monthly Retainership Basis*

[Signature] [Name] [Designation]

Witness:

1. [Signature, name and address]
2. [Signature, name and address]

## **8. General Conditions of Contract**

### **8.1 General provisions**

#### **8.1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) “Applicable Law” means all laws, byelaws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;

(b) “Affiliate” means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and “Control” with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms “Controlling” and “Controlled by” shall be construed accordingly;

(c) “Client” means the Party named in the Contract, who employs the Consultant;

(d) “Consultant” or “Consultants” means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services;

(e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) constitute a part, together with all other documents listed in this signed Contract;

(f) “Contract Price” means the price to be paid for the performance of the Services;

(g) “GCC” means the General Conditions of Contract;

(h) “Government” means the Government of Client’s country;

(i) “Local Currency” means the currency of the Government;

(j) “Material Adverse Effect” means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;

(k) Deleted

(l) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;

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(m) “Performance Security” shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;

(n) “Personnel” means persons a full-time employee of the Consultant or hired on contract by the Consultants and assigned to the performance of the Services or any part thereof;

(o) “Project” means “name of assignment”;

(p) “SCC” means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented.

(q) “Services” means the work to be performed by the Consultants pursuant to this Contract as described in ToR;

(r) “Sub Consultant” means any employees appointed by the Consultant as an Expert, if any required in accordance with the provision of this Contract.

(s) “Work Order” means a specific directive or order to perform a defined scope for a defined duration and fee

(t) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

(u) “Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

8.1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at New Delhi.

8.1.3 Language: This Contract has been executed in the language specified in the SCC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

8.1.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, email, telegram or facsimile to such Party at the address specified in the SCC.

8.1.5 Location: The Services shall be performed at such locations, whether in Country or elsewhere, as the Client may approve.

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8.1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials in the SCC.

8.1.7 Taxes and Duties: Unless otherwise specified in the SCC, the Consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

8.1.7.1 The Client shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Consultant.

Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Contract which remain outstanding, the Client shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and / or any other lawful disposal of such notification or assessment. Furthermore, the Consultant shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:

8.1.7.1.1 the Client having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or

8.1.7.1.2 any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract

8.1.8 Interpretation: In the Contract, unless the context otherwise requires

8.1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.

8.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated or replaced, from time to time.

8.1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relating thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.

8.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.

8.1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.

8.1.8.6 The words “include” and “including” are to be construed without limitation. The terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words.

8.1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.

8.1.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.

8.1.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.

8.1.8.10 References to a person (or to a word importing a person) shall be construed so as to include: a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality); b) That person’s successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and c) References to a person’s representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

8.2 Deleted

### **8.3 Commencement, completion, modification and termination of contract**

8.3.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both Parties or such other date as may be stated in the SCC.

8.3.2 Commencement of Services: The Consultants shall commence the Services from the 15<sup>th</sup> (fifteenth) day from the date of issuance of Letter of Award or as directed by the client.

8.3.3 Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SCC.

8.3.4 Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

8.3.5 Force Majeure

Definition: For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under

the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

8.3.5.1 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- (a) has taken all precautions, due care, and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (b) has informed the other party as soon as possible about the occurrence of such an event.
- (c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- (d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

8.3.5.2 The Parties agree that 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.

8.3.5.3 Extension of Time: Any period within which a Party shall, pursuant to this Contract, 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 because of Force Majeure.

#### **8.4 Termination of Contract**

8.4.1 By the client: The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of fifteen (15) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) within thirty (30) days, if the Consultants become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days;
- (d) within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- (e) within thirty (30) days, if the Consultant submits to the Client a false statement which has a material effect on the rights, obligations, or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- (f) within thirty (30) days, if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- (g) if the Client, in its sole discretion and for any reason whatsoever, within a period of thirty (30) days decides to terminate this Contract.

8.4.2 By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within thirty (30) days after receiving written notice from the Consultants that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days.

**8.4.3 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in clause 8.13.2 and (v) any right which a Party may have under the Applicable Law.

**8.4.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall hand over all project documents under procedure described in this contract.

**8.4.5 Payment upon termination:** Upon termination of this Contract, the Client will make the following payments to the Consultant:

- (a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- (b) If the Contract is terminated pursuant to Clause 8.4.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider making payment for the part satisfactorily performed based on the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may forfeit the performance security provided by the Consultant and also impose liquidated damages as per the provisions of the relevant clauses of this Contract. The Consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.
- (c) If the contract is terminated pursuant to Clause 8.4.2 (a), the Client will release the performance security after deducting any amount due to MoTA.

**8.4.6 Disputes about Events of Termination:** If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

**8.5 Obligations of the Consultants**

8.5.1 General: The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall always support and safeguard the Client's legitimate interests in any dealings with or third parties.

#### 8.5.2 Conflict of interest

8.5.2.1 Any breach of an obligation under Clause 8.5.1 shall constitute a conflict of interest ("Conflict of Interest"). The Consultant shall comply with the provisions of Clause 8.5 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.

8.5.2.2 Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Key Personnel similarly shall not receive any such additional remuneration.

8.5.2.3 Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of Two (2) years.

8.5.2.4 Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SCC.

8.5.3 Confidentiality: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

8.5.4 Subcontracting is not allowed in this Assignment

8.5.5 Reporting Obligations: The Consultants shall submit to the Client the reports and documents specified in TOR and within the periods set forth in this contract.

8.5.6 Documents Prepared (to the extent applicable) by the Consultants to be the Property of the Client: All documents including contracts, checklists, plans, designs, reports, and other documents submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

8.5.7 Liability of the Consultants: Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

8.5.8 All the insurance cover that is relevant in such studies/Assignments shall be taken by the Consultant at its own cost. An existing professional liability insurance policy of the agency covering its business operations may be accepted, subject to verification.

## **8.6 Description of Personnel**

### **8.6.1 Description of Personnel**

8.6.1.1 The titles agreed upon, job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants are described in this contract. If additional work is required beyond the scope of the Services specified in ToR, the level of effort and / or staff assigned may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed.

8.6.1.2 If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

### **8.6.2 Removal and / or Replacement of Personnel**

(a) The Client does not encourage replacement of the Consultant by the Applicant unless it has been explicitly asked for by Client.

(b) If, however, due to some pressing needs, the firm proposes a replacement of Consultant during the assignment, the proposed Consultant shall have similar/ better profile as compared to the Consultant being replaced with regards to Academic Profile, Relevant Work Experience and Relevant Technical Expertise of the consultant being replaced.

(c) If a Consultant is being replaced, either by the Firm or on instructions of Client, the replacement of Consultant will have to be on boarded within 30 days with the consent of the Client.

(d) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds, therefore, forthwith provide as a replacement a person with similar/ better qualifications and experience acceptable to the Client.

(e) Non-performing team members shall be replaced within 30 days of receiving notice from the Client.

(f) For any of the Personnel provided as a replacement under Clauses 8.6.2 above, the rate of the contract along with other terms and conditions will remain the same.

### **8.7 Obligations of the client**

The Client will assist in providing available inputs/documents/data if any for executing this assignment. However, for avoidance of doubt, it is hereby clarified that under no circumstances it will not dilute the obligation of the Consultant with respect to the Assignment. The Consultant shall solely and wholly be responsible for conducting the assignment as per the terms of this contract.

### **8.8 Payments to the consultants**

8.8.1 The consultant will have to raise the invoice and submit supporting documents after satisfactory completion of the milestones/deliverables as stipulated in the Terms of Reference.

8.8.2 Currency: The price is payable in local currency i.e. Indian Rupees.

### **8.9 Settlement of disputes**

8.9.1 Amicable Settlement: The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract or its interpretation.

8.9.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SCC.

8.9.3 Dispute Resolution: 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 arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi, and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 and subsequent Amendment, if any shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

### **8.10. Responsibility for accuracy of project documents**

8.10.1 General, to the extent applicable to the Assignment

(a) The Consultant shall be responsible for accuracy of the Design, Drawings, estimate and all other details prepared by him as part of these services. The consultant shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, if required during the execution of the Services.

(b) The Consultant shall be fully responsible for the accuracy of reports, plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the reports, designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultant.

### **8.11 Liquidated damages and Time extension**

If the selected Consultant fails to complete the Assignment within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.

If, however, due to some unavoidable circumstances the Consultant faces a delay in completion of the work, Competent Authority of MoTA may consider providing an extension for a suitable duration on the request of the Consultant by giving proper justification for the desired extension. However, there shall be no change in the fee for such extensions.

### **8.12 Representation, warranties and disclaimer**

8.12.1 The Consultant represents and warrants to the Client that:

- (a) it is duly organized, validly existing and in good standing under the applicable laws of its Country.
- (b) it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- (d) it has the financial standing and capacity to undertake the Assignment;
- (e) this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (g) there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
- (h) no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (i) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

### **8.13 Miscellaneous**

#### **8.13.1 Assignment and Charges**

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(a) The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

8.13.2 Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client 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 Client may have at common law, in equity or otherwise. The indemnity shall be capped to the total value of the contract.

8.13.3 Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SCC, the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to the Contract.

8.13.4 Waiver

(a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

(i) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;

(ii) Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and

(iii) Shall not affect the validity or enforceability of the Contract in any manner.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

8.13.5 Survival: Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the

other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

8.13.6 Notices: Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SCC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made through email, telex or facsimile, when transmitted properly addressed to such email, telex number or facsimile number.

8.13.7 Severability: If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

8.13.8 No Partnership: Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

8.13.9 Language: All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified in the SCC.

8.13.10 Exclusion of Implied Warranties etc.: The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.

8.13.11 Counterparts: The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

## **9. Special Conditions of Contract**

The Special Conditions (SC) of contract contains a number of amendments and supplements to clauses in the General Conditions of the Contract.

### **8.1.1. f) The contract price payable in Indian Rupees is \_\_\_\_\_ (including GST)**

#### **8.1.1. m) Performance Security**

(1) The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in this contract, in an amount equal **3 (three) percent of the Cost of Financial Proposal** under this Assignment. Further, in the event the term of this Contract is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 3 (three) percent of the Cost of Financial Proposal under this Assignment.

The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member, provided that such Performance Security shall mention the details of this Contract and the other Members}

The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 180 (One Hundred and Eighty) Days from the date of completion of the project under this Contract. If the Client shall not have received an extended / replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consultant of its obligations under this Contract until such time as the Client shall receive such an extended / replacement Performance Security whereupon, subject to the terms of this Contract, the Client will refund to the Consultant the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Contract, in which case only the balance amount remaining will be returned to the Consultant; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 180 (One Hundred and Eighty) Days after the completion of all the Services and all payments been made at the end by the client and the Completion Certificate is issued.

The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

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- a) the Consultant becomes liable to pay liquidated damages;
- b) occurrence of any of the events listed in sub-clauses (a), (b), (d), (e) and (f) of Clause 8.4.1 of the GCC;
- c) any material breach of the terms hereof; and/or
- d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

8.1.3. The language is English.

8.1.4. The client address is [name, designation, telephone, email, facsimile, address]. The consultant address is [name, designation, telephone, email, facsimile, address].

8.1.5. The Authorized Representative for the client is [name, designation].

8.1.6. The Authorized Representative for the consultant is [name, designation].

8.1.7. For domestic consultants / personnel and foreign consultants / personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Consultant will be paid by the Client only GST over and above the Consultancy fee. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.

8.3.1. The date on which this Contract will come into effect is [date].

8.5.7. Limitation of the Consultant's Liability towards the Client

a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

i) for any indirect or consequential loss or damage; and

ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.

b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

8.5.8. The Consultant shall provide Professional liability insurance cover as per industry practice, with claim period at least 180 days beyond completion of assignment.

8.6.2. Removal and / or Replacement of Personnel

para (b) deleted, and replaced as under:

(b) If, however, due to some pressing needs, the firm proposes a replacement of Consultant during the assignment, the same shall be allowed only with the approval of MoTA.

8.8. Client will try to release the payment within 30 days of receipt of the invoice and within 60 days in the case of the final payment.

8.9. Dispute settlement: 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 Contract, 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 arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 and subsequent Amendment, if any shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

8.11. Liquidated damages & Time Extension: Para deleted, separate penalty provisions as mentioned in “Scope of Work” shall be applicable.

## **APPENDIX I: Format of Bank Guarantee for Performance Security**

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank

Guarantee: Date:

Dear Sir,

In consideration of Ministry of Tribal Affairs (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at <address> (hereinafter referred to as the “Consultant” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client’s Contract Letter of Award No. <reference> dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at INR [amount in figures and words] for (Scope of Work) (hereinafter called the “Contract”) and the Consultant having agreed to furnish a Bank Guarantee amounting to INR [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](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 an or, all monies payable by the Consultant to the extent of INR [amount in figure and words] as aforesaid at any time up to [date] without 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 until 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 the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. 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 Client 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.

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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 be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder. This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant / the Bank or any absorption, merger or amalgamation of the Consultant / the bank with any other Person.

Notwithstanding anything to the contrary contained herein, no obligation of the Bank to pay any amount under this guarantee shall arise prior to the fulfillment of the following conditions precedent:

- (a) Written claim/demand(s) in terms of this guarantee of an aggregate amount less than or equal to the guaranteed amounts is/are made by the beneficiary hereunder; and
- (b) Such written claim/demand(s) is/are delivered to the Bank on or before (claim expiry date) at the .....Bank Branch.

Notwithstanding anything contained herein above our liability under this guarantee is limited to INR [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day <month> of <year> in ('yyyy' format) at <place>.

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address] Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the "Bank Guarantee". The bank guarantee shall be issued either by a bank (Nationalized / Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.