

**F.NO.02/01/2022-COMM  
GOVERNMENT OF INDIA  
NATIONAL INSTITUTION FOR TRANSFORMING INDIA  
COMMUNICATION CELL**

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**REQUEST FOR QUALIFICATION-CUM-REQUEST FOR PROPOSAL**

**TOWARDS**

**HIRING A DIGITAL AMPLIFICATION &  
SOCIAL MEDIA MANAGEMENT AGENCY  
FOR NITI AAYOG**

**JUNE, 2022**

## **DISCLAIMER**

This RFQ-cum-RFP document is neither an agreement nor an offer by National Institution for Transforming India (NITI) Aayog, Government of India (hereinafter referred to as "NITI Aayog") to the prospective Applicants or any other person. The purpose of this RFQ-cum-RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFQ-cum-RFP.

2. NITI Aayog does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ-cum-RFP document and it is not possible for NITI Aayog to consider particular needs of each party who reads or uses this document. RFQ-cum-RFP includes statements which reflect various assumptions and assessments arrived at by NITI Aayog in relation to the statement of work. 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 analysis and check the accuracy, reliability and completeness of the information provided in this RFQ-cum-RFP document and should obtain independent advice from appropriate sources.

3. NITI Aayog will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limiting 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 RFQ-cum-RFP document, any matter deemed to form part of this RFQ-cum-RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of NITI Aayog or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the Assignment. NITI Aayog will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements in this RFQ-cum-RFP.

4. NITI Aayog will not be responsible for any delay in receiving the proposals. The issue of this RFQ-cum-RFP does not imply that NITI Aayog is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and NITI Aayog reserves the right to accept/reject any or all of proposals submitted in response to RFQ-cum-RFP document at any stage without assigning any reasons whatsoever. NITI Aayog also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFQ-cum-RFP Application.

5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NITI Aayog accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. NITI Aayog reserves the right to change/ modify/ amend any or all provisions of this RFQ-cum-RFP document. Such revisions to the RFQ-cum-RFP / amended RFQ-cum-RFP will be made available on the website of NITI Aayog and Central Public Procurement Portal.

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*(Note: All pages of the Bid Document should be sequentially numbered. The Title of Each Section such as Section 1, 2, 3 etc. should be clearly mentioned on each page in the Header.)*

## **SECTION 1: LETTER OF INVITATION**

**Sansad Marg, New Delhi**

**Date: 15/06/2022**

The National Institution for Transforming India or NITI Aayog has been created to serve as the think tank of the Government of India. The institution plays a leadership role in policymaking in the central government, works closely with state governments, serves as a knowledge hub and monitors progress in the implementation of policies and programmes of the Government of India.

2. NITI Aayog aims at evolving a shared vision of national development with the active involvement of States. It fosters cooperative federalism through structured support and policy guidance to the states on a continuous basis. Also, NITI Aayog actively monitors and evaluates the implementation of programmes and initiatives, including the identification of needed resources so as to strengthen the prospects of success of the latter. The Aayog publishes policy research papers on contemporary issues, brings out books on best practices, prepares model laws to help states reform their policies and organizes workshops and conferences. For providing directional and policy inputs it serves as a repository of research on good governance and helps disseminate this research to stakeholders.

3. NITI Aayog's entire gamut of activities is divided into two main hubs – Team India Hub and Knowledge and Innovation Hub. The Team India Hub carries out the mandate of fostering 'Cooperative Federalism' and designing 'Policy and Programme Framework'. It provides requisite coordination and support framework to NITI Aayog in its engagement with States. Knowledge and Innovation Hub ensures fulfilling the mandate of maintaining a State-of the-Art Resource Centre; to be a repository of research of good governance and best practices and their dissemination to stakeholders; and to provide advice and encourage partnerships across key stakeholders including colleges, universities, think tanks and non-governmental organizations at home and abroad.

4. The objective is to seek the services of a Digital Amplification & Social Media Management Agency capable of developing and executing an overall strategic marketing, communications and amplification plan for wide dissemination/ outreach of activities/ initiatives undertaken by NITI. By NITI we mean NITI Aayog, its subordinate offices, programmes and various initiatives taken from time to time which includes Atal Innovation Mission (AIM), Development Monitoring and Evaluation Office (DMEO), Aspirational Districts Program (ADP) & Sustainable Development Goals (SDGs). Interested applicants are requested to submit their responses to the "RFQ-cum-RFP" at the address mentioned below on Central Public Procurement Portal (CPPP - <https://eprocure.gov.in/eprocure/app>) on or before **July 08, 2022**.

The Digital Amplification & Social Media Management Agency will be selected as per Combined Quality cum Cost Based Selection (CQCCBS). All clarifications/ corrigenda will be published only on the website of NITI AAYOG. The official website for accessing the information related to this RFQ – cum - RFP is: <https://niti.gov.in>

and Central Public Procurement Portal (CPPP-<https://eprocure.gov.in/eprocure/app>).

**Yours sincerely,  
Adviser (Communication)  
NITI Aayog**

**The submissions must be addressed to:**

Adviser (Communication)  
NITI Aayog, Sansad Marg,  
New Delhi-110001  
Email: prem.bogzi@ias.nic.in

## **Section 2: Instructions to the Applicants**

### **Introduction**

1. The Client (hereinafter called “NITI Aayog”) named in the Data Sheet will select an organization in accordance with the method of selection specified in this RfQ-cum-RfP. The selection of Digital Amplification & Social Media Management Agency (hereinafter called “Digital Agency”) shall be on the basis of an evaluation by NITI Aayog through the selection process specified in this RFQ – cum - 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 NITI Aayog’s decisions are final without any right of appeal whatsoever.
2. The Applicants are invited to submit Pre-Qualification, Technical and Financial Proposals (collectively called —the Proposal) for the services required for the Assignment. The Applicants shall submit the Proposal in the form and manner specified in this RFQ – cum – RFP, in relevant sections herewith.
3. The Proposal will form the basis for grant of work order to the selected Digital Agency. The Digital Agency shall carry out the assignment in accordance with the Terms of Reference of this RFQ – cum - RFP (the —TOR).
4. NITI Aayog requires that the Applicants hold NITI Aayog’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant 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 NITI Aayog and the Project.
5. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NITI Aayog or any other costs incurred in connection with or relating to its Proposal.
6. It is the NITI Aayog’s policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution/completion of work/assignment. In pursuance of this policy, the NITI Aayog:
  - a. will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for & in executing the work order in question;
  - b. will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order.
7. Dispute Resolution: 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 RFQ – cum - RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by CEO, NITI AAYOG, whose decision shall be final and binding.

8. Tenure & Termination of Assignment: The contract of the Agency will first be for a period of three (03) years further extendable for 02 (Two) more years on yearly basis, subject to satisfactory performance by the agency and approval by the Competent Authority in NITI Aayog. An annual cost escalation of 5% will be granted on the basic contract value of previous year.
9. NITI Aayog will have the right to terminate the assignment by giving 30 (thirty) days written notice. In the event of termination for no fault of Applicant, the NITI Aayog will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the NITI Aayog, the NITI Aayog will forfeit the performance security of the Applicant.
10. The Applicant shall submit his proposal in two covers namely Technical Proposal and Financial Proposal respectively on CPP Portal (CPPP - <https://eprocure.gov.in/eprocure/app>). The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ-cum-RFP. Subsequently the technical evaluation, as specified in this RFQ-cum-RFP, will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared in the order of their merit. The Financial Proposals of only the technically qualified Applicants securing the minimum technical score of 70% (excluding the extra 10% score to be given only to start-ups) will be opened.
11. The evaluation will be done in accordance with procedure given in Clause 46.
12. Number of Proposals: No Applicant shall submit more than one Application.
13. Right to reject any or all Proposals:
  - a. Notwithstanding anything contained in this RFQ - cum - RFP, the NITI Aayog 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 NITI Aayog reserves the right to reject any Proposal if at any time, a material misrepresentation is made or discovered, or the Applicant does not provide, within the time specified by the NITI Aayog, the supplemental information sought by the NITI Aayog for evaluation of the Proposal.

14. 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 highest ranking Applicant gets disqualified/ rejected, then the NITI Aayog reserves the right to consider the next best Applicant, or take any other measure as may be deemed appropriate in the sole discretion of the NITI Aayog, including annulment of the Selection Process.

15. Acknowledgement by Applicant:

It shall be deemed that by submitting the Proposal, the Applicant has made a complete and careful examination of the RFQ – cum - RFP; received all relevant information requested from the NITI Aayog; accepted the risk of inadequacy, error or mistake in the information provided in the RFQ – cum - RFP or furnished by or on behalf of the NITI Aayog; satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under; acknowledged that it does not have a Conflict of Interest; and agreed to be bound by the undertaking provided by it under and in term hereof.

16. The NITI Aayog 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 RFQ - cum- RFP or the Selection Process, including any error or mistake therein or in any information or data given by the NITI Aayog.

#### **Clarification and amendment of RFQ – cum - RFP documents**

17. Applicants may seek clarification on this RFQ – cum - RFP document, within five (5) days from the date of issue of this RFQ – cum - RFP document. Any request for clarification must be sent by standard electronic means (PDF file only) at email: [maps-niti@gov.in](mailto:maps-niti@gov.in) and a copy of the same may be marked at [manisha.verma@nic.in](mailto:manisha.verma@nic.in). The NITI Aayog will endeavour to respond to the queries prior to the Proposal Due Date.

18. At any time before the submission of Proposals, the NITI Aayog may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ-cum-RFP document by an amendment. All amendments/ corrigenda will be posted on NITI Aayog's Official Website ([niti.gov.in](http://niti.gov.in)). In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the NITI Aayog may at its discretion extend the Proposal Due Date.

19. Date of Pre-Bid Meeting and venue is mentioned in tentative schedule. If the pre-bid meeting is conducted offline, the representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization. If the Pre-Bid meeting is conducted online, the meeting link will be notified on the official website of

NITI Aayog (niti.gov.in). The maximum number of participants, who chose to attend the Pre-Bid Meeting, shall not be more than two per bidding firm.

### **Bid Security Declaration**

20. All applicants must give a Bid Security Declaration that they will not modify or withdraw the proposal till the validity of the Bid Proposal. If any bidder/applicant/firm withdraws/modifies the proposal within the bid validity period, it shall be suspended from participating in any RfQ-cum-RfP/Tender/Bid floated by NITI Aayog for a period of three years from the date of issue of such suspension orders by NITI Aayog.
21. The format of the Bid Security Declaration is provided in Form 3D.
22. The Bid Security must be attached with the Technical Proposal, failing which the proposal shall be summarily rejected.
23. The bid of the applicant will be summarily rejected, without prejudice to NITI Aayog's any other right or remedy, under the following conditions:
  - a. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ - cum - RFP (including the Standard Form of work order);
  - b. If any Applicant withdraws/modifies its Proposal during the period of its validity as specified in this RFQ – cum - RFP and as extended by the Applicant from time to time,
  - c. In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or if the Applicant commits any breach of terms of this RFQ – cum - RFP or is found to have made a false representation to NITI Aayog. Performance Security equivalent to the amount indicated in this RFQ – cum - RFP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RFQ – cum - RFP / work order. For the successful bidder the Performance Security shall be retained by NITI Aayog until the completion of the assignment by the Applicant and be released 60 (Sixty) days after the completion of the assignment.
24. 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.
25. An Applicant should have, during the last 1 (one) year, 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 within India.

## **Preparation of proposal**

26. Applicants are requested to submit their Proposal strictly in the formats provided in this RFQ - cum - RFP. The NITI Aayog will evaluate only those Proposals that are received in the specified forms and complete in all respects.
27. In preparing their Proposal, Applicants are expected to thoroughly read and understand the RFQ - cum - RFP Document.
28. Along with the documents prescribed in this tender document, the bidder must submit PAN Card in the name of the company and the bidder, GST Registration Certificate, Proof of Registered Office. All the pages of the bid document should be sequentially numbered and an index of the same should be provided in the beginning of the technical proposal. No information related to financial proposal should be provided in the technical proposal.
29. Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, NITI Aayog will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal, the applicant shall be disqualified and his proposal will not be considered.
30. The Proposals must be digitally signed by the Authorized Representative (the - Authorized Representative) as detailed below:
  - a. by the proprietor in case of a proprietary firm;
  - b. by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - c. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
31. Applicants should carefully note the Proposal Due Date, as specified in this RfQ-cum-RfP document, for submission of Proposals. Except as specifically provided in this RFQ - cum - RFP, no supplementary material will be entertained by the NITI Aayog, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily rejected. For the avoidance of doubt, the NITI Aayog reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

## **Financial proposal**

32. While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFQ - cum - RFP document. The Financial Proposal should be a lump-sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. 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 the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, 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 take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of the Financial Proposal. The Applicant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

33. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in Form 4A and 4B of this RFQ - cum – RFP document.

34. Applicants shall express the price of their services in Indian Rupees only.

### **Submission, receipt and opening of proposals**

35. The Proposal shall be submitted through Central Public Procurement (CPP) Portal only. The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have file name in accordance to following format [form\_name.applicant\_name]. Applicant name should contain only first two letters of its name. No Physical Proposal will be accepted.

36. The Authorized Representative of the Applicant should authenticate Bid Security Declaration, Pre-Qualification, Technical and Financial proposal using his digital signatures. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

37. The Applicant shall submit his proposal containing details of Bid Security Declaration, Pre-Qualification Proposal, Technical Proposal and Financial Proposal respectively.

38. No proposal shall be accepted after the closing time for submission of Proposals.

39. After the deadline for submission of proposals, the Technical Proposals of all the bidders shall be opened by the Tender Opening Committee.

40. After submission of the Proposal until the grant of the work order, if any Applicant wishes to contact the NITI Aayog on any matter related to its proposal, it should be done in writing at the Proposal submission address. Any effort by the firm to influence the NITI Aayog during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the applicant's proposal.

### **Proposal Evaluation**

41. As part of the evaluation, the Technical Proposals of all the bidders shall be first evaluated on the Minimum Qualification Criteria laid down in Clause 45 below. Subsequently the Technical Proposals of the Applicants who meet the Minimum Qualification Criteria (-Shortlisted Applicants), shall be checked for responsiveness in accordance with the criteria laid down from Clause 46 to 50 of this RFQ-cum-RFP. The Financial Proposals of only those bidders shall be evaluated who fulfil the minimum technical score criteria laid down in Clause 49 below.
42. Prior to evaluation of Proposals, the NITI Aayog will determine whether each Proposal is responsive to the requirements of the RFQ – cum – RFP at each evaluation stage as indicated below. The NITI Aayog may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

### **RFQ Stage**

- a. The Pre-Qualification Proposal is received in the form specified in this RFQ cum- RFP,
- b. It is received by the Proposed Due Date including any extension thereof in terms hereof,
- c. It does not contain any condition or qualification, and
- d. It is not non-responsive in terms hereof.

### **RFP Stage**

#### **Technical Proposal**

- a. The Technical Proposal is received in the form specified in this RFQ-cum-RFP,
- b. It is accompanied by the Bid Security Declaration and other documents sought in this RFQ-cum-RFP,
- c. It is received by the Proposed Due Date including any extension thereof in terms hereof;
- d. It does not contain any condition or qualification, and
- e. It is not non-responsive in terms hereof.

#### **Financial Proposal**

- a. The Financial Proposal is received in the form specified in this RFQ-cum-RFP,

- b. It is received by the Proposed Due Date including any extension thereof in terms hereof,
- c. It does not contain any condition or qualification, and
- d. It is not non-responsive in terms hereof.

43. The NITI Aayog reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the NITI Aayog in respect of such Proposals. However, NITI Aayog reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The NITI Aayog will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

44. As part of the evaluation, the Pre-Qualification Proposals submitted [in Form 3A] should fulfill the Minimum Qualification Criteria. In case an Applicant does not fulfill the Minimum Qualification Criteria, the Technical Proposal [in Form 3E] of such an Applicant will not be evaluated further and the Financial Proposal will not be opened.

#### **Minimum Qualification Criteria**

45. All Digital agencies having following qualifications are invited to participate in the RFP cum RFQ:
- a. The Digital agency must have the capacity to produce the following in connection with work undertaken with previous and future plans for NITI:-
    - i. Digital media platform marketing vision,
    - ii. Formulating and implementing all Digital media platform marketing strategy,
    - iii. Providing amplification of Digital Marketing communication & messaging through planning and execution of a Digital Marketing activity across both Paid Media and Non-Paid media.
    - iv. The Agency should be ISO Certified.
    - v. The agency must furnish all other documents sought in this RfQ-cum-RfP document.
  - b. Preference shall be given to new start-ups (Partnership firms, LLP and Private Limited Companies not older than 10 years and turnover less than 100 crores) having above capacity.

#### **Technical Evaluation**

46. The Evaluation Committee appointed by the NITI Aayog will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. If required, the NITI Aayog may seek specific clarifications from the Agency/Agencies at this stage. The NITI Aayog shall determine the Agency that qualifies for the next phase after reviewing the clarifications provided by the Agency/Agencies. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

S No.	Evaluation Criteria	Points	Document
A	Proposed brand vision and digital amplification marketing strategy for NITI Aayog <ul style="list-style-type: none"> <li>• Campaign Design</li> <li>• Online Strategy</li> <li>• Other Clients</li> </ul>	25	Form 3F
B	<ul style="list-style-type: none"> <li>• Bidder's Experience with Central/State Govt. Departments in India</li> </ul>	20	Form 3G
C	Plan and Concept of Social Media Monitoring and Management for NITI Aayog	20	Form 3H
D	Innovative ideas and suggestions presented	20	Form 3I
E	Team Composition / Credentials of the agency	15	Form 3J
F	Extra marks for Start-ups*		
	<b>Total</b>	<b>100</b>	

\*Start-ups as defined in the Minimum Qualification Criteria shall be given a weightage of 10% (i.e. their marks shall be enhanced by a 10% of marks scored by them.)

47. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFQ-cum-RFP Document and the Terms of Reference.
48. The proposal of the Digital Agency who have cleared the minimum qualification score of 70% (excluding the extra 10% score to be given only to start-ups) shall be ranked on the basis of technical score (St) and only their financial proposal will be opened.

### Financial Evaluation

49. In this process, the Financial Proposals of the Digital Agencies declared technically qualified shall be opened by indicating the date and time set for opening. The information of this date and time may be sent by website notification/electronic mail.

### Selection Procedure

50. The cost indicated should be stated in INR only. The price quoted in the Financial Proposal shall be deemed as final and reflecting the total cost of the services. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the

other Financial Proposals will be determined using the following formula:

$$S_f = 100 \times F_m / F;$$

in which  $S_f$  is the financial score,  $F_m$  is the lowest Financial Proposal, and  $F$  is the Financial Proposal<sub>0</sub> (in INR) under consideration.

Proposals will finally be ranked in accordance with their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores:

$$S = S_t \times T_w + S_f \times F_w;$$

where  $S$  is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be issued the work order (the —Successful Applicant).

### **Grant of Work Order**

51. After selection, a Work Order will be issued, in duplicate, by the NITI Aayog to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the work order, signature and return the duplicate copy of the work order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the NITI Aayog may, unless it consents to extension of time for submission thereof, consider it as the failure of the Successful Applicant to acknowledge the work order, and the next highest ranking Applicant may be considered.

### **Performance Security**

52. Performance Security equivalent to 03 (Three) percent of the total cost of Financial Proposal including GST, shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the work order. For the successful bidder, the Performance Security will be retained by NITI Aayog until the completion of the assignment by the Applicant and be released 60 (Sixty) Days after the completion of the assignment.

### **Confidentiality**

53. Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the applicants 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 given the work order.

## Fraud and corrupt practices

54. 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 RFQ - cum - RFP, the NITI Aayog 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 NITI Aayog will, without prejudice to its any other rights or remedies, reject the proposal of the applicant/firm and suspend the applicant/firm from participation in any RfQ-cum-RfP/Tender/Bid floated by NITI Aayog for a period of three years from the date of suspension by NITI Aayog.
55. Without prejudice to the rights of the NITI Aayog under this Clause, hereinabove and the rights and remedies which the NITI Aayog may have under the work order or the Agreement, if an Applicant or Digital Agency, as the case may be, is found by the NITI Aayog 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 work order or the execution of the Agreement, such Applicant or Digital Agency shall not be eligible to participate in any tender or RFQ – cum - RFP issued by the NITI Aayog for a period of 3 (Three) years from the date of such suspension/debarment orders by NITI Aayog.
56. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. 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 NITI Aayog who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Agreement or arising therefrom, 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 NITI Aayog, 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 work order 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 work order or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the NITI Aayog in relation to any matter concerning the Project;

- b. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. "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;
- d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the NITI Aayog 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
- e. "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.

### **Pre-Bid Meeting**

- 57. Pre-Bid Meeting of the Applicants will be convened off-line/online at the designated date, time and place. A maximum of two representatives from each Applicant will be allowed to participate on production of an authorization letter (in the event of offline Pre-Bid) from the Applicant [Form 3C].
- 58. During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the NITI Aayog. The NITI Aayog will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

### **Miscellaneous**

- 59. 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.
- 60. The NITI Aayog, 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 in order to receive clarification or further

information;

- c. retain any information and/or evidence submitted to the NITI Aayog by, on behalf of and/or in relation to any Applicant; and/or
  - d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
61. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the NITI Aayog, 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.
62. All documents and other information provided by NITI Aayog or submitted by an Applicant to NITI Aayog shall remain or become the property of NITI Aayog. Applicants and the Digital Agency, as the case may be, are to treat all information as strictly confidential. NITI Aayog will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to NITI Aayog in relation to the assignment shall be the property of NITI Aayog.
63. The NITI Aayog reserves the right to make inquiries with any of the Applicants about their previous experience record.

<b>Tentative Schedule</b>	
Bid Start Date	16/06/2022
Clarifications Start Date	16/06/2022
Clarifications End Date	22/06/2022
Pre-Bid Meeting Date	24/06/2022
Bid End Date	08/07/2022 up to 05:00 PM
Technical Bid Opening Date	11/07/2022
List of Participant & Result of Pre-Qualification	14/07/2022
Technical Presentation	18/07/2022
Financial Bid Opening	23/07/2022

<b>Data Sheet</b>	
Method of Selection	Quality cum Cost Based Selection (QCBS)
Bid Validity Period	75 Days from the Bid End Date
Validity of Bid Security Declaration	120 Days from the Bid End Date
Name of Client	NITI Aayog

### **Section 3: Pre-Qualification and Technical Proposal – Standard Forms**

- Form 3A Pre – Qualification Proposal Submission Form
- Form 3B Self-certification of Minimum Eligibility
- Form 3C Format for Power of Attorney for Authorized representative
- Form 3D Format of Bid Security Declaration
- Form 3E Technical Proposal Submission Form
- Form 3F Proposed Brand Vision, Digital Amplification & Marketing Strategy for NITI Aayog
- Form 3G Details of Work Experience with Government Departments
- Form 3H Plan Concept of Social Media Monitoring & Management for NITI Aayog
- Form 3I Innovative Ideas and Suggestions
- Form 3J Team Composition / Credentials of the Agency
- Form 3K Start-up Documents

## **Form 3A: Pre-Qualification Proposal Submission Form**

[Location, Date]

To  
Adviser (Communication),

NITI Aayog,  
Sansad Marg,  
New Delhi-110001

**RFQ – cum - RFP dated [date] for selection of Digital Amplification & Social Media Management Agency for [name of assignment]**

Dear Sir,

With reference to your RFQ – cum - RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

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

Further:

1. We acknowledge that NITI Aayog will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Digital Amplification & Social Media Management 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 Digital Amplification & Social Media Management for the aforesaid Project.
3. We shall make available to NITI Aayog any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of NITI Aayog 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 one year, we have neither failed to perform

on any assignment or 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, assignment or contract by any public authority nor have had any assignment or 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 RFQ – cum - RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with the terms of the RFQ – cum - 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 RFQ – cum - RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NITI Aayog 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 Digital Amplification & Social Media Management without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Digital Amplification & Social Media Management Agency.
9. 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 Project or which relates to a grave offence that outrages the moral sense of the community.
10. 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 neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or

any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ – cum - RFP.

11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
12. 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 NITI Aayog in connection with the selection of Digital Amplification, Social Media Management or in connection with the selection process itself in respect of the above mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFQ – cum - RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
14. We agree to keep this offer valid for 75 (Seventy-Five) days from the Proposal Due Date (PDD) specified in the RFQ – cum - RFP.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
16. The Technical and Financial Proposal is being submitted in a separate cover. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFQ – cum - RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

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

## **Form 3B: Self-certification of Minimum Eligibility**

[Location, Date]

Here give a certificate that the Digital Agency has the following capabilities\*:

*\*If at any time it is found out that the Digital Agency did not have the capabilities as enumerated above, NITI Aayog may put the Digital Agency in negative list and debar the agency from further participation in the bids without prejudice to any other civil/ criminal action under the law.*

**Form 3C: 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 [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the —Authorized Representativell), 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 as Digital Amplification & Social Media Management Agency for [name of assignment], to be developed by NITI AAYOG (the -Authority) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

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

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘\_yyyy’ format].

For [name and registered address of organization]

[Signature] [Name]

[Designation]

Witnesses:

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

Accepted

Signature] [Name]

[Designation] [Address]

**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 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 3D: Format of Bid Security Declaration

To  
Adviser (Communications)  
NITI Aayog,  
Sansad Marg  
New Delhi-110001

Reference:

(1) RfQ-cum-RfP Document No.02/01/2022-COMM dated 16/06/2022 of NITI Aayog.

Sir,

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

I/We understand that, as per the Terms & Conditions of the RfQ-cum-RfP document, bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit. This Bid Security Declaration shall be valid up to 120 Days from the last date of submission of bids, i.e. \_\_\_\_\_ or any other date as notified to by the NITI Aayog.

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

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We withdraw or unilaterally modify/amend/revise, my/our Bid during the bid validity period specified in the RfQ-cum-RfP document.
- 3) On acceptance of our bid by NITI Aayog, I/we fail to deposit the prescribed Security Deposit or fail to execute the agreement or fail to commence/execute the work in accordance with the terms and conditions and within the specified time.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

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

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name

of all partners to the Joint Venture that submit the bid).

## **Form 3E: Technical Proposal Submission Form**

[Location, Date]

Adviser (Communication)

Room No.232, NITI Aayog,  
Sansad Marg,  
New Delhi-110001

**RFQ – cum - RFP dated [date] for selection for [name of assignment]**

Sir,

With reference to your RFQ – cum - RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFQ – cum - RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ – cum - RFP.

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

Further:

1. We acknowledge that NITI Aayog will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Digital Amplification & Social Media Management Agency, 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 Digital Amplification & Social Media Management Agency for the aforesaid Project.
3. We shall make available to NITI Aayog any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of NITI Aayog 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 (three) years, we have neither failed to perform on any assignment or 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, assignment or contract by any public authority nor have had any assignment or 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 RFQ – cum - RFP, including any Addendum issued by the Authority;
  
  - b) We do not have any conflict of interest in accordance with the terms of the RFQ – cum - 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 RFQ – cum - RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NITI Aayog 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 Digital Amplification & Social Media Management Agency, 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 Project 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 neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ – cum - RFP.
  
10. We further certify that no investigation by a regulatory authority is pending

either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.

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 NITI Aayog in connection with the selection of Digital Amplification, Social Media Management Agency or in connection with the selection process itself in respect of the above mentioned Project.
12. We agree and understand that the proposal is subject to the provisions of the RFQ – cum - RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
14. We agree and undertake to abide by all the terms and conditions of the RFQ – cum - RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

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

**Form 3F: Proposed Brand Vision, Digital Amplification & Marketing Strategy for NITI Aayog**

1. Proposed strategy to build brand
2. Tools proposed
3. Platforms proposed
4. Other components

**Form 3G: Bidder's Experience with Central/State Government  
Departments**

[Location, Date]

Kindly attach the copies of previous work orders with Central/State Government Departments/ Ministries/ PSUs.

**Form 3H: Plan Concept of Social Media Monitoring & Management  
for NITI Aayog**

Applicant to provide here details of strategy, periodicity of report (not lower than every fortnight), factors to be covered, analysis details and nature of recommendations.

### **Form 3I: Innovative ideas and suggestions**

Applicant to provide here details of the innovative ideas and suggestions (3-5 eye-catching ideas).

## **Form 3J: Team Composition**

Details of the Digital Amplification & Social Media Management Team identified to Work with 'NITI Aayog:

- (i) Name of Team Member
- (ii) Designation
- (iii) Work being handled
- (iv) Qualifications
- (v) Number of years of experience
- (vi) Total experience

### **Form 3K: Start-up Documents**

Applicant to provide the following documents as applicable for a Start-up company:

- Start-up Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT)
- Incorporation certificate for private limited company.
- Registration certificate for LLP/ Partnership firms.
- Copies of ITRs of last three (03) Financial Years.
- Certificate of Average Annual Turnover for the last 03 (three) Financial Years.

Name

Firm

Membership Number

(Official Seal)

## **Section 4: Financial Proposal – Standard Forms**

Form 4A: Financial Proposal Submission

Form 4B: Summary of Costs

## **Form 4A: Financial Proposal Submission Form**

[Location, Date]

To

Adviser (Communication)

Room No.232, NITI Aayog,  
Sansad Marg,  
New Delhi-110001

Dear Sir,

**Subject: Services for [name of assignment].**

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Qualification – cum - Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal 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 assignment, 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:

Address:

## **FORM 4B: SUMMARY OF COSTS**

Item	Cost (Annual) (in Rs.)
Development of media plan and strategy	
Analytical reports	
Social Media management & Amplification Strategy implementation, analytics and Monitoring	
Annual Cost (In INR)	
Rate of GST (%)	_____ %
Total Annual GST (In INR)	
Total Annual Cost (Including GST)	

**Total Financial Proposal (Including GST) = \_\_\_\_\_ (In INR)**

**Note:**

1. The assignment or engagement of the firm will initially be for a period 3 years further extendable up to 02 more years on yearly basis (total five years) subject to satisfactory performance by the agency and approval of competent authority in NITI Aayog.
2. GST would be payable at rates applicable from time to time.
3. An annual cost escalation of 5% will be granted on the basic contract value of the previous year.
4. The payment to the agency will be made on monthly basis with each installment equal to 1/12<sup>th</sup> of the Total Financial Cost.
5. The break-up of individual costs will **not** be considered for financial evaluation.

## **Section 5: Terms of Reference**

As the premier policy think-tank of the Government of India, tasked with the responsibility of furthering cooperative, competitive federalism, communications and outreach is an important function of the NITI Aayog.

The objective is to seek the services of a Digital Amplification & Social Media Management agency capable of developing and executing a strategic marketing and communications plan for wide dissemination of numerous initiatives undertaken by NITI. By NITI, we mean NITI Aayog, its subordinate offices, programmes and various initiatives taken from time to time which includes Atal Innovation Mission (AIM), Development Monitoring and Evaluation Office (DMEO), Aspirational Districts Program (ADP) & Sustainable Development Goals (SDGs). The Services of the agency should be available round the clock.

**The agency should ensure the following:**

### **A) Creating Brand NITI**

1. Prepare and support the execution of a proactive communication strategy for NITI, based on long-term and short-term objectives,
2. Identify outreach/communication opportunities to help brand NITI,
3. Build networks with key influencers and stakeholders to amplify the impact of NITI Aayog's initiatives,
4. Support for event management steered by NITI (including conferences/ seminars/ campaigns/ other events), and
5. Online reputation management in relation to relevant stakeholders including the government, private players, multilateral organizations, think-tanks and public.

### **B) Strategic Services**

#### **I. Content Development & Management**

1. Creating and amplifying content for NITI Aayog's:
  - a. Social Media platforms
  - b. Website
  - c. Blogs/e-Magazine
  - d. Initiatives, campaigns, events
2. Assist NITI Aayog in identifying communication opportunities (within and outside of the government) and help design a strategic communication plan for the organization
  - a. Planning and Executing a Key Influencer Program on Digital platforms
  - b. The Social Media Monitoring Program will undertake monitoring across 150-200 keywords.
  - c. Social Media Monitoring Program will create and manage a Monitoring platform, which will be both predictive and reactive in approach.

## **II. Media Strategy and Direction**

1. Execute campaigns/ events of NITI, both online and offline, and conduct a situation analysis by identifying target audiences
2. Develop media strategies and plans for NITI Aayog's campaigns, supported by media analyses and consumer insights, focus group discussions and relevant research
3. Monitor, track and analyse relevant news media reports
4. Enhancing followers/impressions/views on Facebook/Twitter/other platforms
5. Initiating NITIs presence on newer platforms and relevant channels
6. Ensure strategies are actionable with validated support and ideas that are aligned
7. Identify strategic partners and liaise with different media platforms/professionals (online and offline), to widen dissemination of NITI's activities/ events/ reports,
8. Develop key products, messages, communication plans, creative concepts and briefs for dissemination across social media platforms
9. Review, analyse and provide feedback on campaigns/ events, as required, to determine if activities are having the desired outcome. Data Analytics reports for all parameters to be submitted every month.

Below is the list of monthly deliverables based on the TOR, which is indicative but not exhaustive:

S.No	Task	Monthly Deliverables
<b>I.</b>	<b>Content Development &amp; Management</b>	
a.	Tweets/posts across NITI Aayog's social media platforms	At least 200 tweets/posts
a.	Facebook LIVE / Periscope / LIVE Twitter Chats/ Q & A/ Google Hangouts/ Webinars	*10
b.	Animation/ Live Action videos/podcasts (30 sec – 60 mins)	*10-15
c.	Short video bytes of stakeholders on NITIs initiatives for use on social media platforms (Up to 05 Minutes)	30
<b>II.</b>	<b>Media Strategies</b>	
a.	Onboarding influencers to engage with NITI Aayog's initiatives/campaigns on social media	As & when required
b.	Tracking NITI Aayog in both offline and online media	Daily
c.	Twitter/ Facebook trends	Daily

## Section 6: Standard Form of Work Order

Work order to undertake [name of assignment]

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hereinafter referred to as the

—NITI Aayog which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a) Requested the Digital Amplification & Social Media Management Agency to provide certain services as defined in this work order (hereinafter called the —Services); and
- b) The Digital Amplification & Social Media Management Agency, having represented to the NITI Aayog that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the NITI Aayog hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this work order:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Cost Estimate

Appendix C: Copy of Bank Guarantee for Performance Security [in the format given in Annexure A]

2. The mutual rights and obligations of the NITI Aayog and the Digital Amplification & Social Media Management Agency shall be as set forth in the work order; in particular:
  - a) The Digital Amplification & Social Media Management Agency shall carry out the Services in accordance with the provisions of the work order; and
  - b) NITI Aayog will make payments to the Digital Amplification & Social Media Management Agency in accordance with the provisions of the work order.
3. Commencement, completion, modification and termination of work order
  - 3.1.1 Effectiveness of work order: This Work order shall come into effect on the date the work order is assented to by the Digital Amplification & Social Media Management Agency or such other date as may be stated.

3.1.2 Commencement of Services: The Digital Amplification & Social Media Management Agency shall commence the Services from any date notified by the NITI Aayog.

3.1.3 Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

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

### 3.1.5 Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

3.1.5.1 No Breach of Work order: The failure of a party to fulfill any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order 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 Work order, 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 Work order.

3.1.5.2 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.

3.1.6 Extension of Time: Any period within which a Party shall, pursuant to this Work order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

3.1.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Digital Amplification & Social Media Management Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

### **3.2 Termination**

3.2.1 By the NITI Aayog: The NITI Aayog may terminate this Work order, written notice of termination to the Digital Amplification & Social Media Management Agency, to be given after the occurrence of any of the events specified in this clause:

- a) if the Digital Amplification & Social Media Management Agency does not remedy a failure in the performance of their obligations under the Work order and/or does not work to the satisfaction of NITI Aayog, within a period of fifteen (15) days, after being notified or within such further period as the NITI Aayog may have subsequently approved in writing;
- b) within fifteen (15) days, if the Digital Amplification & Social Media Management Agency become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Digital Amplification & Social Media Management Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- d) within fifteen (15) days, if the Digital Amplification & Social Media Management Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within seven (7) days, if the Digital Amplification & Social Media Management Agency submits to the NITI Aayog a false statement which has a material effect on the rights, obligations or interests of the NITI Aayog. If the Digital Amplification & Social Media Management Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the NITI Aayog;
- f) within seven (7) days, if the Digital Amplification & Social Media Management Agency, in the judgment of the NITI Aayog has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;

- g) if the NITI Aayog, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days' decides to terminate this Work order.

3.2.2 Payment upon termination: Upon termination of this Work order, the NITI Aayog will make the following payments to the Consultants:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Work order is terminated pursuant to Clause 3.3.1a), b), d), e) or f), the Digital Amplification & Social Media Management Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the NITI Aayog may consider making payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the NITI Aayog. Under such circumstances, upon termination, the NITI Aayog may also impose liquidated damages as per the provisions of relevant clauses of this Work order. The Digital Amplification & Social Media Management Agency will be required to pay any such liquidated damages to NITI Aayog within 30 days of termination date.

3.2.3 Disputes about Events of Termination: If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3.3 Obligations of the Digital Amplification & Social Media Management Agency**

3.3.1 General: The Digital Amplification & Social Media Management Agency 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 Digital Amplification & Social Media Management Agency shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the NITI Aayog, and shall at all times support and safeguard the NITI Aayog's legitimate interests in any dealings with Sub-consultants or third parties.

3.3.2 Conflict of interest:

3.3.2.1 Prohibition of Conflicting Activities: Neither the Digital Amplification & Social Media Management Agency 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 Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order; and

- b) after the termination of this work order, such other activities as may be specified.

3.3.3 Confidentiality: The Digital Amplification & Social Media Management Agency, 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 Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the NITI Aayog's business or operations without the prior written consent of the NITI Aayog.

3.3.4 Documents Prepared by the Digital Amplification & Social Media Management Agency to be the Property of the NITI Aayog: All designs, reports, other documents and software submitted by the Digital Amplification & Social Media Management Agency pursuant to this work order shall become and remain the property of the NITI Aayog, and the Digital Amplification & Social Media Management Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the NITI Aayog, together with a detailed inventory thereof. The Digital Amplification & Social Media Management Agency 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 SC.

3.3.5 Liability of the Digital Amplification & Social Media Management Agency: Subject to additional provisions, if any, in this work order the Digital Amplification & Social Media Management Agency's liability under this Work order shall be as provided by the Applicable Law.

3.3.6 Professional Liability Insurance: Digital Amplification & Social Media Management Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Digital Amplification & Social Media Management Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Digital Amplification & Social Media Management Agency hereunder or (ii) the proceeds, the Digital Amplification & Social Media Management Agency may be entitled to receive from any insurance maintained by the Digital Amplification & Social Media Management Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

#### **3.4 Obligations of the NITI Aayog**

3.4.1 Assistance and Exemptions: the NITI Aayog will use its best efforts to ensure that the Government will provide the Digital Amplification & Social Media Management Agency with work permits and such other documents as necessary to enable the Digital Amplification & Social Media Management Agency to perform the Services:

3.4.1.1 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

### **3.5 Payments to the Digital Amplification & Social Media Management Agency**

**3.5.1 Advance payment will not be considered.**

3.5.2 The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every month, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month, supporting documents and bills as well as technical certificate for completion of the assignment/activity for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month. The payments shall be linked to deliverables and shall be released after technical acceptance by the NITI Aayog. The payment to the agency will be made on monthly basis with each installment equal to 1/12<sup>th</sup> of the Total Financial Proposal.

3.5.3 The final payment, shall be released only after completion of the required work for the contract year and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by NITI AAYOG.

3.5.4 The GST shall be paid as applicable.

3.5.5 For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

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

3.5.7 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.

### **3.6 Settlement of disputes**

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

3.6.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Work order 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 SC.

### **3.7 Responsibility for accuracy of project documents**

#### **3.7.1 General**

3.7.1.1 The Digital Amplification & Social Media Management Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the NITI Aayog against any inaccuracy in the work, which might surface during implementation of the project.

### **3.8 Liquidated damages**

3.8.1.1 If the selected Consultant fails to complete the Assignment, within the period specified under the work order, or in case of underperformance and undue delays in performance by the agency, the Performance Guarantee is liable to be forfeited in full or part besides other action, including blacklisting of the agency, as may be deemed fit by NITI AAYOG.

## **4. Miscellaneous**

### **4.1 Assignment and Charges**

4.1.1 The Work order shall not be assigned by the Digital Amplification & Social Media Management Agency save and except with prior consent in writing of the NITI Aayog, which the NITI Aayog will be entitled to decline without assigning any reason whatsoever.

4.1.2 The NITI Aayog is entitled to assign any rights, interests and obligations under this Work order to third parties.

#### **4.1.3 Indemnity:**

4.1.3.1 The Digital Amplification & Social Media Management Agency agrees to indemnify and hold harmless the NITI Aayog 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 Digital Amplification & Social Media Management Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act by the Digital Amplification & Social Media Management Agency or the omission including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the NITI Aayog; (c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter)). As soon as reasonably practicable after the receipt by the NITI Aayog of a notice of the commencement of any action by a third party, the NITI Aayog will notify the Digital Amplification & Social Media Management Agency of

the commencement thereof; provided, however, that the omission so to notify shall not relieve the Digital Amplification & Social Media Management Agency from any liability which it may have to the NITI Aayog 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 NITI Aayog may have at common law, in equity or otherwise.

4.1.3.2 The Digital Amplification & Social Media Management Agency shall at all times indemnify and keep indemnified NITI AAYOG against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

4.1.3.3 The Digital Amplification & Social Media Management Agency shall at all times indemnify and keep indemnified NITI AAYOG against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Digital Amplification & Social Media Management Agency's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Digital Amplification & Social Media Management Agency.

4.1.3.4 The Digital Amplification & Social Media Management Agency shall at all times indemnify and keep indemnified NITI AAYOG against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Digital Amplification & Social Media Management Agency, in respect of wages, salaries, remuneration, compensation or the like.

4.1.3.5 All claims regarding indemnity shall survive the termination or expiry of the Work Order.

4.1.4 Notices: Unless otherwise stated, notices to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. 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 by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

4.1.5 Severability: If for any reason whatever any provision of the Work order 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 Work order or otherwise.

4.1.6 Professional Liability Insurance: Digital Amplification & Social Media Management Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Digital Amplification & Social Media Management Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Digital Amplification & Social Media Management Agency hereunder or (ii) the proceeds, the Digital Amplification & Social Media Management Agency may be entitled to receive from any insurance maintained by the Digital Amplification & Social Media Management Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

#### **4.1.7 Performance security**

4.1.7.1 The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work order, provide to the NITI Aayog 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 Work order, in the form set out in this work order, in an amount equal to 03 (Three) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Work order 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 **03 percent (Three)** of the total cost of Financial Proposal under this Assignment.

4.1.7.2 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 Work order and the other Members.}

4.1.7.3 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the NITI Aayog 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 NITI Aayog 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 Digital Amplification & Social Media Management Agency of its obligations under this Work order until such time as the NITI Aayog shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the NITI Aayog will refund to the Digital Amplification & Social Media Management Agency the full amount of the bank guarantee, unless the NITI Aayog has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Digital Amplification & Social Media Management Agency; provided that the NITI Aayog will not be liable to pay any interest on such balance. The NITI Aayog 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 Work order, the Performance Security will, subject to any drawdowns by the NITI Aayog in accordance with the provisions hereof, be released by the NITI Aayog within a period of 60 (Sixty) Days from the date of completion of the services.

- 5 The NITI Aayog shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
- a) the Consultant becomes liable to pay penalty;
  - b) occurrence of any of the events listed in Clause 3.2 of the Work Order;
  - 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 Work order.

## **Annexure A: Form 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 NITI Aayog, Government of India (hereinafter referred as the - NITI Aayog, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Digital Amplification & Social Media Management Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the - Digital Amplification & Social Media Management Agency ' 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] Work order by issue of NITI Aayog's Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Digital Amplification & Social Media Management Agency, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the - Work order) and the Digital Amplification & Social Media Management Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the NITI Aayog 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 NITI Aayog immediately on demand an or, all monies payable by the Digital Amplification & Social Media Management Agency to the extent of Rs. [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 Digital Amplification & Social Media Management Agency. Any such demand made by the NITI Aayog on the Bank shall be conclusive and binding notwithstanding any difference between the NITI Aayog and the Digital Amplification & Social Media Management Agency 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 NITI Aayog discharges this guarantee.

The NITI Aayog 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 Work order by the Digital Amplification & Social Media Management Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The NITI Aayog 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 NITI Aayog 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 Work order between the NITI Aayog and the Digital Amplification & Social Media Management Agency any other course or remedy or security available to the NITI Aayog. The Bank shall not be relieved of its obligations under these presents by any exercise by the NITI Aayog 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 NITI Aayog or any other indulgence shown by the NITI Aayog or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the NITI Aayog 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 Digital Amplification & Social Media Management Agency and notwithstanding any security or other guarantee that the NITI Aayog may have in relation to the Digital Amplification & Social Media Management Agency '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 Digital Amplification & Social Media Management Agency /the Bank or any absorption, merger or amalgamation of the Digital Amplification & Social Media Management Agency /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [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 Digital Amplification & Social Media Management Agency] 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]  
[With Bank Stamp]

Designation

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 NITI Aayog.