

Date: 11th Feb 2025

Subject: Corrigendum cum response to bid queries for GeM Bid no. /2025/B/5867474 regarding RFP for hiring a professional agency registered on GeM for Providing Services for Social Media Strategy Management & Execution for Department of Telecommunications

1. The bid submission end date is extended to **18th February 2025** from 17th February 2025.

2. Following clauses of the RFP are hereby amended as below:

| Sr. no. | Clause of the RFP | Existing Clause | Amended clause |
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| i. | 1 (14) (Pg no. 5) | Estimated bid value - ₹5.50 cr | Estimated bid value - ₹5.50 cr (Inclusive of GST) |
| ii. | 1 (24) (| MSE Exemption for Years Of Experience and Turnover- Nil | MSE Exemption for Years Of Experience and Turnover- Yes |
| iii. | 4.2 | Table (1)- (The information in the fourth column for number of resources was missing) | The fourth column of the Table (1) for the number of resources may be read as below: <ol style="list-style-type: none">1. Social Media Executive / Social Media Management Expert- 1 no.2. Content Writer-3 nos.3. Graphic Designer- 3 nos.4. Video Editor- 3 nos.5. Social Media research, cum social media listening Expert- 3 nos.6. Social Media Analyst- 3 nos.7. Grievance Redressal and Ticket Management Support- 3 nos.8. PR Experts- 2 nos.9. Photo cum Videographer- 1 no. |
| iv. | 6(c) | The Bidder must have at least 50 communication experts/ graphic designers/ social media experts on its payroll as on 31st March 2024 | The Bidder must have at least 50 communication experts/ graphic designers/social media experts on its payroll as on date of bid submission. |
| v. | 6(d) | The bidder must have a past experience of handling similar work (like social media management, digital media management, PR, conceptualization and | The bidder must have a past experience of handling similar work (like social media management, digital media management, PR, conceptualization and |

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| | | <p>implementation of digital campaigns etc.) meeting one of the following criteria:</p> <ul style="list-style-type: none"> • One similar work of at least 80% of the estimated bid value or • Two similar works of at least 50% of the estimated bid value each or • Three similar works of at least 40% of the estimated bid value each. • Out of above works, any one of the work experience must be with Central Government Ministries/ departments or State Government in last 3 years (2021-22, 2022-23, 2023-24). | <p>implementation of digital campaigns etc.) meeting one of the following criteria:</p> <ul style="list-style-type: none"> • One similar work of at least 80% of the estimated bid value OR Two similar works of at least 50% of the estimated bid value each OR Three similar works of at least 40% of the estimated bid value each. <p>AND</p> <p>If the above eligibility criteria is being met by work experience only from the private sector, then at least one instance of work experience with Central Government Ministries/Departments or a State Government within the last three years, equivalent to 40% of the estimated bid value, must also be submitted. (2021-22, 2022-23, 2023-24).</p> |
| vi. | 8.1 | The bidder is required to submit EMD as per the RFP fact sheet, only in the form of Account Payee Demand Draft Fixed Deposit Receipt from any of the commercial banks in favor of "PAO (HQ), DOT HQ, New Delhi" payable at New Delhi | The bid security may be accepted in form of Account Payee Demand Draft, Fixed Deposit receipt, Banker's cheque or bank guarantee from any of the commercial banks or payment in favour of "PAO (HQ), DOT HQ, New Delhi" payable at New Delhi. |
| vii. | 8.3 | | <p>(New clause)</p> <p>Micro and small enterprises as defined in MSE policy or are registered with Central Purchase organization or Startups as recognized by Department of Industrial policy and Promotion (DIPP) are exempted from EMD.</p> |

3. The response to queries is enclosed below.

| S.No. | Queries | Responses |
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| 1. | Estimated bid Value, Please clarify if Estimated bid value is excluding of taxes or including? | Estimated Bid value is Including taxes. Refer to Clause 1 of corrigendum above. Corrigendum has also been issued on GeM portal as well as DoT website. |
| 2. | Please clarify if EMD can be submitted in the form of Bank of Guarantee? | Yes. Please refer to Clause 1 of corrigendum issued. Corrigendum has also been issued on GeM portal as well as DoT website. |
| 3. | Page no. 25 Team composition, Please clarify if the team of 22 resources specified will be stationed onsite or at the offsite on backend office. Also please clarify if we need to submit resumes of the 22 employees at the time technical bid submission | All 22 resources will be stationed at DoT(refer clause 3.8 (a)). Resume of 22 resources needs to be submitted at the time of technical bid submission.(Annexure-E) |
| 4. | Point D, Page 19: Three Similar Works of at Least 40% of the Estimated Bid Value Each: Please confirm if the requirement of three similar projects can be fulfilled by presenting a single work order issued for services over a combined duration of three years, provided the cumulative value meets the specified threshold (40% of the estimated bid value for each project)? We are currently engaged as the media agency for Invest UP. While the work order refers to us as the media agency, the core deliverables of the project primarily involve social media and digital media management. Kindly confirm if this qualifies as a similar project, given that the scope aligns with the intent of the requirement? | Refer clause 6(d). Work order for each work experience is required to be submitted. |
| 5. | Point no. B2, 4 Evaluation on presentation, Please clarify if Presentation will required to submit along with bid submission or at the time of Presentation only. | The bidder that qualify at Table-A will be invited to make a presentation as detailed at Table-B. |

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| | | The bidders are advised to keep the ppt/graphics /creatives/images/short videos etc. ready for submission at the time of presentation at short notice. |
| 6. | Page no. 48, Please clarify if the resources required shall be stationed Onsite at the Dept of Telecommunication or offsite at the backend office. Also please clarify of resume if all 22 resources is required to submit along with technical bid submission. | All 22 resources will be stationed at DoT(refer clause 3.8 (a)). Resume of 22 resources needs to be submitted at the time of technical bid submission.(Annexure-E) |
| 7. | Please clarify if the agencies need to upload financial bid break up on Gem Portal. | Refer Clause 11(a): The Commercial Bid should be submitted in form given in Annexure-II |
| 8. | Dear Sir, We kindly request you to give exemption of % Value of Project under Similar Experiences, Kindly accept the similar experiences from Govt with Work Orders and Completion Certificate. Specific Work Order or Contract value i.e. 40 %, 60% or 80% of value is giving preferences to certain agencies to lead the Technical Bid. and actual MSME registered company will not be in the competition. Kindly review this points and give exemption in terms of monetary value of work exp, however experience can be accepted. | No Change |
| 9. | Manpower Strength: The Bidder must have at least 50 communication experts/ graphic designers/ social media experts on its payroll as on 31st March 2024 This project is based on deployment based of Manpower as per the Qualifications and Experiences, There is no need to target only agencies with 50 Professional on their payroll. 9 Professionals can be deployed by any winning agencies who have qualified on the basis of presentation etc. Kindly remove such specific criteria here well. | No Change |
| 10. | Dear Sir, We kindly request you to give exemption of % Value of Project under Similar Experiences, Kindly accept the similar experiences from Govt with Work Orders and Completion Certificate. Specific Work Order or Contract value i.e. 40 %, 60% or 80% of value is giving preferences to certain agencies to lead the Technical Bid. and actual MSME | No Change |

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| | registered company will not be in the competition. Kindly review this points and give exemption in terms of monetary value of work exp, however experience can be accepted. | |
| 11. | Dear Sir, We kindly request you to give exemption of % Value of Project under Similar Experiences, Kindly accept the similar experiences from Govt with Work Orders and Completion Certificate. Specific Work Order or Contract value i.e. 40 %, 60% or 80% of value is giving preferences to certain agencies to lead the Technical Bid. and actual MSME registered company will not be in the competition. Kindly review this points and give exemption in terms of monetary value of work exp, however experience can be accepted. | No change |
| 12. | <p>Exemptions & MSME Benefits</p> <p>a) Will MSME firms get any relaxation in EMD and PBG amounts?</p> <p>b) Can MSMEs avail milestone-based payments instead of the retainership model?</p> | <p>a) Relaxation is available for EMD only as per the corrigendum above.</p> <p>Corrigendum has also been issued on GeM portal as well as DoT website.</p> <p>b) No change</p> |
| 13. | <p>Financial & Payment Terms</p> <p>a) Can the 80:20 payment model be revised to allow MSME firms more working capital flexibility?</p> <p>b) Will there be provisions for advance payments for software, tools, and resources?</p> <p>c) What is the process for reimbursement of out-of-pocket expenses for travel and logistics?</p> | <p>a) No change</p> <p>b) & c) Please refer clauses 15.2 and 15.4</p> |
| 14. | <p>Team Deployment & Resources</p> <p>a) Can the team be partially remote, considering the digital nature of work?</p> <p>b) Is it mandatory to have all team members full-time or can they be on a contract basis?</p> <p>c) What is the provision for replacing team members in case of attrition?</p> | <p>a) All 22 resources need to be stationed at Sanchar Bhawan, DoT HQ.</p> <p>b) & c) Please refer to RFP clause 4.3.</p> |
| 15. | <p>Scope & Deliverables</p> <p>Can DoT specify the minimum engagement metrics required to qualify for the 20% variable payment?</p> | Please refer clauses 15.2. |
| 16. | Page 27, Point - Pricing of tools like Zoho and Kconnect: Are these tools mandatory? If so, what would be their specific purpose in the | Please refer to RFP clause 3.8(b) and scope of work. |

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| | project? | |
| 17. | Team Lead Experience: Is it mandatory for the team lead to have experience specifically in the telecommunications sector? We believe that a professional with expertise in the field but different industry experience may still possess the necessary skills to lead the project effectively. | No Change. |
| 18. | Page 8, Point 3.3(d) - AI mechanism system: Could you please elaborate on the specific requirements and expectations regarding this? | To generate accurate and timely responses. Please refer to RFP document for details. |
| 19. | Page 8, Point 3.3 - Scope of work: Does it include website management? Should it be considered under a separate domain? | Management of DoT Website not required. |
| 20. | Eligibility Criteria: Page 19: PR and digital agencies typically operate on a retainership model, where they provide ongoing services for a fixed monthly fee rather than a one-time project cost. Therefore, we kindly request a reduction in the work order value. 60% of the estimated bid value or 30% of the estimated bid value each or 20% of the estimated bid value each. | No Change |
| 21. | Page 22: For ongoing projects, we request that a performance letter or 26AS be accepted as proof, as obtaining a phase completion certificate from government or private departments is often a very challenging process. | No Change |
| 22. | Table-(B)- Technical Qualification, Page 24: Request you to reduce the turnover for MSMEs | No Change |
| 23. | Page 24: Past Performance Experiences I kindly request you to consider the work experience from the last five years. | No Change |
| 24. | Table (1) Page 12: The manpower details are provided in terms of qualifications, but the quantity is not specified. Could you kindly provide the required information? | Please refer to clause 1 above of this corrigendum. Corrigendum has also been issued on GeM portal as well as DoT website. |
| 25. | Page No 5 16. An EMD of Rs. 16,50,000/- (Rupees | EMD relaxation is available as per the |

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| | <p>Sixteen Lakh Fifty Thousand only) : We are Registered with Udyam Registration (MSME). Kindly give the relaxation on EMD.</p> | <p>clause 1 of corrigendum above.</p> <p>Corrigendum has also been issued on GeM portal as well as DoT website.</p> |
| 26. | <p>The bidder must have a past experience of handling similar work (like social media management, digital media management, PR, conceptualization and implementation of digital campaigns etc.) meeting one of the following criteria:</p> <ul style="list-style-type: none"> • One similar work of at least 80% of the estimated bid value or • Two similar works of at least 50% of the estimated bid value each or • Three similar works of at least 40% of the estimated bid value each. • Out of above works, any one of the work experiences must be with Central Government Ministries/ departments or State Government in last 3 years (2021-22, 2022-23, 2023-24). <p>Request: Please amend this clause as:</p> <p>The bidder must have a past experience of handling similar work (like social media management, digital media management, PR, conceptualization and implementation of digital campaigns etc.) meeting one of the following criteria:</p> <ul style="list-style-type: none"> • One similar work of at least 50 Lakhs of the estimated bid value or • Two similar works of at least 45 Lakhs of the estimated bid value each or • Three similar works of at least 25 Lakhs of the estimated bid value each. • Out of above works, any one of the work experiences must be with Central Government Ministries/ departments or State Government in last 3 years (2021-22, 2022-23, 2023-24). | <p>No Change</p> |
| 27. | <p>Page 5: Please give the EMD Exemption to MSE.</p> | <p>EMD relaxation is available as per the clause 1 of the corrigendum above.</p> <p>Corrigendum has also been issued on GeM portal as well as DoT</p> |

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| | | website. |
| 28. | Page 19: Please reduce the value of workorder as its very high | No Change |
| 29. | Page 24: The turnover for PR agencies is typically lower, whereas advertising agencies tend to have much higher turnover. Given this, we kindly request a reduction in the turnover requirement. | No Change |
| 30. | One similar work of at least 80% of the estimated bid value or two similar works of at least 50% of the estimated bid value each or Three similar works of at least 40% of the estimated bid value each. Out of above works, any one of the work experiences must be with Central Government Ministries/ departments or State Government in last 3 years (2021-22, 2022-23, 2023-24). We kindly request a reduction in the work order value, as the current amount is considerably high | No Change |
| 31. | Average Turnover of India Operations for the last 3 years i.e., 2021-22, 2022-23, 2023-24 >Rs. 20 Crores (5 Marks), Rs. 14 to 20 Crores (4 marks), Rs. 8-14 Crores (3 Marks), Rs. 5.5 -8 Crores (1 Marks) We request a reduction in the turnover requirement to ensure fair participation. | No Change |
| 32. | Works with a minimum contract value of INR 25 Lakhs each during past three (03) years shall only be considered. kindly request a reduction in the work order value by ₹10 lakh. | No Change |
| 33. | The eligibility criteria stipulate (Page-19, Clause "6-d") that the bidder must have handled workworth either 80% or 60% or 40% of the bid value (5.5 Cr. for two years). Most of the work orders are for 1 year or shorter duration. For one year the said bid value for current DoT Bid comes out to be 2.75 Cr. So, if the Bidder presents 3-4 work orders worth 1.5 Cr. for 1 year duration, would DoT calculate the percentage on the basis of 2.75 Cr. as the base value for 1 year or not? | As per estimated bid value of Rs 5.5 Cr |
| 34. | Clause 11 (d), (page-20) under the heading "Commercial Bid" requires the Bid Price to include the entire cost towards the delivery of | Total Cost of Financial Proposal amount should cover all costs/ expenses |

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| | <p>the whole scope of work. But, Annexure-III, Format for Commercial Bid, requires commercial quote for 9 professionals only and there is no scope for putting the charges for the company or other incidental charges related with those activities that are stipulated in the Scope of Work document like Clause 3.1(d),</p> <p>Clause 3.2 (a) which mentions animated videos and jingles also, Clause 3.2 (h), Clause 3.7 (f) wherein preparation and distribution of Media Kits are asked for. Where and how to put Company fee and Incidental charges (for hardware, software, subscriptions etc. apart from the above-mentioned clauses) in the commercial bid?</p> | <p>of the bidder for undertaking work as detailed in the clause 3 (Scope of Work) and should provide all resources described in Clause 4 of RFP.</p> |
| 35. | <p>How to accommodate in the Commercial Bid the cost for Clause 3.8 (b) wherein many tools, subscriptions will have significant cost?</p> | <p>Total Cost of Financial Proposal amount should cover all costs/ expenses of the bidder for undertaking work as detailed in the clause 3 (Scope of Work) and should provide all resources described in Clause 4 of RFP</p> |
| 36. | <p>As mentioned on Page 7, Clause 3.1, will all additional costs, such as influencer fees, online ads, etc., will it be covered by the agency, considering these expenses may fluctuate based on tasks or monthly requirements?</p> | <p>Refer 3.1(g) of RFP. Total Cost of Financial Proposal amount should cover all costs/ expenses of the bidder for undertaking work as detailed in the clause 3 (Scope of Work) and should provide all resources described in Clause 4 of RFP.</p> |
| 37. | <p>In Clause 3.2, page 8, regarding the documentary shoots... logistics, and other associated resources, since travel may be required sometimes...can this aspect be clarified?</p> | <p>Please refer to para 15.4(i) of the RFP.</p> |
| 38. | <p>Ref page 8, Clause 3.3– The mentioned listening tools might require a proper</p> | <p>Total Cost of Financial Proposal amount should</p> |

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| | <p>subscription base, and similarly, the AI-based response generation feature may involve additional costs so could we get more clarity on their intended usage and associated expenses?</p> | <p>cover all costs/ expenses of the bidder for undertaking work as detailed in the clause 3 (Scope of Work) and should provide all resources described in Clause 4 of RFP</p> |
| 39. | <p>3.1 Digital Media Strategy Development and Execution</p> <p>g) The influencer engagement, amplification/trending and online ads etc. are to be done organically and primarily on pro- bono basis, however if any cost is incurred in the process, same should be borne by the selected agency, upto one percent of total monthly payments to them.</p> <p>Q. How can ads be run organically? Also, ads are an additional cost over and above the retainer and manpower fees, so please fix a certain budget against it, as 1% of total monthly fees might not suffice for ads, influencers, etc. combined.</p> | <p>Total Cost of Financial Proposal amount should cover all costs/ expenses of the bidder for undertaking work as detailed in the clause 3 (Scope of Work) and should provide all resources described in Clause 4 of RFP</p> |
| 40. | <p>3.2 Content Creation and Management</p> <p>i) Visits by relevant members of the team for photography/videography during events.</p> <p>Q: Is the agency expected to provide a full-time photographer/videographer or only during events? If during the events, then how many such events would happen in a month?</p> | <p>As per Table (1), one photographer needs to be stationed on full time basis and may need to travel on need basis.</p> |
| 41. | <p>3.5 Research and Analysis</p> <p>b) Provide separate resources dedicated to research work.</p> <p>Q. Please confirm that you will need a separate resource for research work. Over and above the 22 dedicated resources being given? Would these resources need to work from the backend, or how?</p> | <p>As per the Clause 1 of in the corrigendum above.</p> <p>Corrigendum has also been issued on GeM portal as well as DoT website.</p> |
| 42. | <p>3.6 Conversation Management and Response</p> <p>d) Customizable tool so as to transfer deeper/ specific queries to designated authorized officials of the DoT on regular basis for their necessary action. User interaction would initially be done in Hindi and English only. It will be extended to other officially recognized languages subsequently on a need-based basis.</p> | <p>The required tools must have the ability to customize the recipients and response as per the complaints/ requirements of the stakeholders.</p> |

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| | Q. Please elaborate on what you mean by a customizable tool. | |
| 43. | <p>As per clause 6 e) on page 19 of the RFP document, MSE and Startups are exempted from eligibility criteria pertaining to Turnover and Years of Experience, upon submission of relevant certificates and self-declaration. However, as per point 24 and 25 of table titled RFP Event Schedule and Brief Details on page 6 of the RFP document, it is provided that Startups shall be extended with exemptions but not MSEs.</p> <p>Therefore, you are kindly requested to revise point 24 of the Table titled RFP Event Schedule and Brief Details from 'Nil' to 'Yes' and confirm exemption for MSEs with respect to years of experience and turnover. Additionally, kindly also confirm whether MSEs/Startups are exempt from the EMD submission clause as well.</p> | <p>Please refer to clause 1 above of this corrigendum.</p> <p>Corrigendum has also been issued on GeM portal as well as DoT website.</p> |
| 44. | <p>With respect to point 2 of table B1: Parameters (Experience & Qualification), on page 24, kindly confirm whether individual components of large-scale projects, that encompass multiple domain areas such as social media management, digital media management, PR, conceptualization and implementation of digital campaigns, etc, and where the component values are above Rs. 25 lakhs be counted and evaluated separately?</p> | <p>Evaluation is based on work order basis.</p> |
| 45. | <p>With respect to point 1 of table B1: Parameters (Experience & Qualification), on page 24, bidders are being evaluated on the basis of their average turnover of India Operations for the last 3 years, with maximum marks (5) being awarded to bidders having over 20 crores.</p> <p>We wish to humbly state that this clause inherently favours larger firms and discriminates against MSEs. Many MSEs may not have the turnover yet possess significant expertise, experience, and innovative capabilities.</p> <p>Moreover, bidders will receive maximum marks under the scoring criterion only if they possess a turnover of over Rs. 20 crores, which is not congruent to the estimated bid value of Rs. 5.5Cr.</p> <p>Furthermore, these conditions are also</p> | <p>No change</p> |

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| | <p>contrary to the vision of Hon'ble Prime Minister Shri Narendra Modi ji and numerous policies of the Government of India aimed at supporting and nurturing new MSEs and Startups, recognising their vital role in the economy as key drivers of innovation.</p> <p>Therefore, we request that to enable and even encourage MSE bidders to also apply, since exemption is already extended for the turnover eligibility criterion, MSE bidders should also be given full marks in the Technical Evaluation point 1, which is generally the case across similar RFPs of other leading government organizations.)</p> | |
| 46. | <p>Content Creation and Management</p> <p>-As per the Monthly scope of work, we would like to know the quantifiable no. of units in regards to the specified elements mentioned in the clause.</p> <p>-As per the Monthly scope of work, we would like to know the quantifiable no. of units in regards to the specified elements mentioned in the clause.</p> | <p>As per strategy suggested by the selected bidder and DoT's requirements. Minimum nos. are defined in clause 16.3.</p> |
| 47. | <p>Digital Media Listening And Reporting</p> <p>-Can we recommend a preferable existing tool that suffices the mentioned clause? or the team is looking for the customized martech solution for the requirement.</p> | <p>Any digital tool that suffices the requirement mentioned in 3.3 of RFP and comply with NIC safety requirements may be used by the bidder.</p> |
| 48. | <p>Conversation Management and Response</p> <p>- Can we recommend a preferable existing tool that suffices the mentioned clause? or the team is looking for the customized martech solution for the requirement.</p> <p>- Can we recommend a preferable existing tool that suffices the mentioned clause? or the team is looking for the customized martech solution for the requirement.</p> | <p>Any digital tool that suffices the requirement mentioned in 3.6 of RFP and comply with NIC safety requirements may be used by the bidder</p> |
| 49. | <p>11. Commercial Bid: (b)</p> <p>-As per GeM Policy we are to bid total value Inclusive of all taxes including GST) but in Annexure III - Commercial Bid we are to provide rates exclusive GST</p> | <p>Commercial bids are to be provided exclusive of GST for clear evaluation. GST will be paid to the successful bidder as per applicable rates. It may be noted that the Bid Estimated value is inclusive of GST.</p> |
| 50. | <p>B2: Evaluation on presentation: Social media</p> | <p>a. Bidder needs to</p> |

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| | <p>Strategy for DoT</p> <ul style="list-style-type: none"> - This clarification is in regards to the expectation of the milestones, (3 months, 6 Months & 1 years). If you could elaborate, the precise success measure in terms of the KPIs that needs to be expected in these mentioned period? - The required clarification is regarding the content curation for the presentation. We would like to know the topics on which your team want us to prepare the following 1. Video with Voice Over, 1 GIF & 1 static creative? | <p>provide the strategy that encapsulate the entire gamut of proposed activities that the bidder intends to undertake during the year across different digital mediums so as to achieve the desired objectives in a cohesive and time-bound manner. Minimum target objectives are defined at clause 15.2</p> <p>b. Topic should be chosen based on the ongoing relevant topics of telecom sector.</p> |
| 51. | <p>Annexure-E: Details of Technical Manpower</p> <p>Can Agency provide the resource details of the key profiles who are currently on the panel or part of the management who shall be overseeing the operation from the HQ, irrespective of the no. of team?</p> | <p>Details of the team proposed to be deployed is to be submitted.</p> |
| 52. | <p>GEM Bid Clause 6 at Page 3. RFP Clause 6 d at Page 19 of RFP</p> <p>Please note that GEM does not specify that the experience has to be from Government establishment only and also as per CVC Guidelines Past Experience can be from any kind of business entity be it private/ public/ government sector. Also as per clause 10 of the Disclaimer seeking experience from specific organisation / department / institute will make the GEM bid null & void.</p> <p>Therefore, you are requested to eliminate the condition that past experience has to be from government entities as the same is restricting the competition. In the current form the clause is subject to legal, audit and media scrutiny.</p> | <p>No change</p> |
| 53. | <p>No such stipulation is mandated as per GEM procurement guidelines. RFP Clause 6 c at Page 19 of RFP</p> <p>The Bidder must have at least 50 communication experts/ graphic designers/ social media experts on its payroll as on 31st March 2024</p> | <p>Please refer to clause 1 above of this corrigendum.</p> <p>Corrigendum has also been issued on GeM portal as well as DoT website.</p> |

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| | <p>Please note that the condition given in RFP is illogical as the 22 number of personnel under manpower requirement has been stipulated under the bid and therefore asking for such large requirement is not only unwarranted but stipulated to eliminate fair competition. Also the stipulation that manpower should be as on 31st March 2024 is not understood as the bid is due after almost a year of this stipulation and lot many changes take place during one year.</p> <p>Therefore, this clause should be deleted. In the current form the clause is subject to legal, audit and media scrutiny.</p> | |
| 54. | <p>RFP Clause 6 (e) at Page 19 of RFP e) Start Up/ MSE need to provide their Udyami certificate/ Startup certificate from relevant Govt department/ministry (Start-up/ MSE is exempted only for turnover and years of experience, not for similar work experience) along Self-declaration from the bidder in company letterhead, signed by authorize signatory. Please note that as per MSME norms and as per GEM no such segregation is defined that MSE is exempted from ? Years of Experience? only and not ?Similar Experience?, therefore the same be followed.</p> | No change |
| 55. | <p>12.3 Technical Evaluation, Page24 B1:Parameters (Experience & Qualification) Please clarify that MSE or Startups availing exemption as stipulated in the bid will be given full marks and shall not be marked as per the turnover slabs given, which are again obnoxiously defined as for work worth 5.5 crore Indian Rupees you are marking goes beyond 20 crore Indian Rupees. Previous Social Media Campaigns executed by the bidder, Outcomes of the Campaigns & any worth mentioning achievement of the campaign. Marks will be awarded out of 10 for the Agencies show casing up to 5 similar work experience (like social media</p> | No change |

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| | management, digital media management, PR, conceptualization and implementations of | |
| 56. | <p>Please clarify that MSE or Startups availing exemption as stipulated in the bid will be given full marks and shall not be marked as per the definition of projects given herein. The experience of government and telecom sector shall be eliminated as the same restricts the competition and is in violation of GEM and CVC Guidelines.</p> <p>You may refer to Manual for Procurement of Services of Govt of India for the same. https://doe.gov.in/files/manualdocuments/</p> | No change |
| 57. | <p>BOQ Costing XLS file</p> <p>Kindly clarify how the bidder will quote service fee under the table given below along with unit rate for each deployed resource.</p> | <p>Please refer to Annexure- III Format of Commercial Bid on page 43 of the Document.</p> <p>total Cost of Financial Proposal amount should cover all costs/ expenses of the bidder for undertaking work as detailed in the clause 3 (Scope of Work) and should provide all resources described in Clause 4 of RFP</p> |
| 58. | <p>Would request sharing the number of manpower required to be deployed for this project.</p> | <p>Please refer to clause 1 above of this corrigendum.</p> <p>Corrigendum has also been issued on GeM portal as well as DoT website.</p> |
| 59. | <p>Request reducing the value criteria to Rs.1crore for similar work experience, as the current values will favor only the big agencies. (Point 6 (D), Page-19)</p> | No Change |
| 60. | <p>Request waiver for EMD for the MSME registered agencies. (Point 8, Page-20)</p> | <p>Please refer to clause 1 above of this corrigendum.</p> <p>Corrigendum has also been issued on GeM portal as well as DoT</p> |

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Request for Proposal (RFP)
for hiring a professional agency registered on GeM
for Providing Services for
Social Media Strategy Management & Execution for
Department of Telecommunications

24th January, 2025

Disclaimer

All information contained in this Request for Proposal (RFP) provided/ clarified are in the good interest and faith. This is not an agreement, and this is not an offer or invitation to enter into an agreement of any kind with any party. The purpose of the RFP is to provide the prospective “bidder” with information to as is the formulation of their response.

Though adequate care has been taken in the preparation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Intimation of discrepancy, if any, should be given to the specified office by or on the date of submitting pre-bid queries. If no intimation is received by this office by the mentioned pre-bid query submission date in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed between DoT and the successful bidder.

This RFP is being issued with no financial commitment and DoT reserves the right to withdraw the RFP and change or vary any part there of or fore close the same at any stage.

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1. RFP Event Schedule and brief details

| S.No | Description | Details |
|------|--|--|
| 1. | Date of uploading of RFP on GeM | 25 th January, 2025 |
| 2. | Document Download Start Date | 25 th January, 2025 |
| 3. | Bid Submission Start Date | 25 th January, 2025 |
| 4. | Pre-bid Meeting | 31 st January 2025, Time Room No 1022, Sanchar Bhawan, Ashoka Road, New Delhi Email : media-dot@gov.in |
| 5. | Bid Submission End Date | 17 th February, 2025 at 1700 hrs |
| 6. | Opening of Bids | 17 th February, 2025 at 1800 hrs Room No 1022, Sanchar Bhawan, Ashoka Road, New Delhi |
| 7. | Opening of Financial Bids of Technically Qualified Bidders | To be opened later, date of which will be communicated to "Technically qualified bidders". |
| 8. | Mode of submission | Online only at Gem Portal |
| 9. | Availability of document | a) GeM Portal http://www.gem.gov.in (b)Website of the DoT : www.dot.gov.in (for reference only) |
| 10. | Cost of RFP | Nil |
| 11. | Time-Period of Contract | 24 Months (extendable upto 12 months on mutual consent). |
| 12. | Bid offer validity | 180 days |
| 13. | Type of Bid | Two Packet Bid (Technical and Financial) |
| 14. | Estimated Bid Value | ₹5.50 cr |
| 15. | Method of Selection | Quality Cum Cost Based Selection(QCBS): 70:30 |
| 16. | Ernest Money Deposit (EMD) | Rs 16.5 Lakh (3% of estimated bid value) In the form of Account |

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|-----|--|---|
| | | Payee Demand Draft Fixed Deposit Receipt from any of the commercial banks in favor of "PAO (HQ), DOT HQ, New Delhi" payable at New Delhi. |
| 17. | Performance Bank Guarantee(PBG) | 5% of the Total Work Order value with validity of 120 days post contract end date |
| 18. | Name and Address for communication | Sh. Shriphal Meena, Director (Media), Room No.1022, 10th Floor, Sanchar Bhawan, 20-Ashoka Road, New Delhi-110001 |
| 19. | Proposal Language | English |
| 20. | Proposal Currency | INR |
| 21. | Consortium to be allowed | No |
| 22. | Sub-contracting/Splitting is allowed | No |
| 23. | Cost of RFP | No |
| 24. | MSE Exemption for Years Of Experience and Turnover | Nil |
| 25. | Startup Exemption for Years of Experience and Turnover | Yes |
| 26. | MII Compliance | Yes |
| 27. | Bid to RA enabled | No |

2. Introduction

Department of Telecommunications (DoT) responsible for providing secure, reliable affordable and high-quality converged telecommunication services anytime, anywhere for an accelerated inclusive socio-economic development. It aims towards developing a robust and secure state-of-the-art telecommunication network providing seamless coverage with special focus on rural and remote areas for bridging the digital divide and thereby facilitate socio-economic development; create an inclusive knowledge society through proliferation of affordable and high quality broadband services across the nation; reposition the mobile device as an instrument of socio-economic empowerment of citizens; make India a global hub for telecom equipment manufacturing; promote development of new standards to meet national requirements; attract investment, both domestic and foreign and promote creation of jobs.

The objective of this RFP is to engage a capable and qualified agency with a strong background in strategizing and operationalizing media management, monitoring, research, market outreach, digital solutions, etc. who can manage and enhance the media presence of Department of Telecommunications and raise awareness about its various schemes and services through citizen engagement.

3. Scope of Work

The selected agency will plan and execute the digital media strategy for DoT through provisioning of qualified manpower who are well equipped with necessary tools and systems to carry out the task. The indicative scope of work for the selected agency is provided below.

3.1 Digital Media Strategy Development and Execution

- a) Develop and implement a comprehensive Digital media strategy that aligns with the objectives of the DoT and strengthen its media presence. Ensure consistent and effective messaging across all social media platforms.
- b) Regularly update and refine the strategy based on performance data, evolving goals and best practices being adopted by other major social media handles and Government Departments/Ministries. Develop and implement amplification strategy for enhancing the reach of messages and other activities on various social media platforms so that the content reaches a large set of targeted audiences on a real-time basis.
- c) Management of existing Social Media Handles of DoT and creation of new handles, when required.
- d) Influencer engagement-national and regional as per the priorities of the Ministry.
- e) Dissemination, social media trending and amplification on third party pages

- f) Social media ads + online ads management
- g) The influencer engagement, amplification/trending and online ads etc. are to be done organically and primarily on pro-bono basis, however if any cost is incurred in the process, same should be borne by the selected agency, upto one percent of total monthly payments to them.

3.2 Content Creation and Management

- a) Create high-quality content tailored to the specific needs of DoT, including text, blogs, images, photos, videos, digital films, animated videos, infographics, jingles, posters, flyers, short films, documentaries, audio-video GIF etc.
- b) Designing of Logo, Mascot, Pamphlets, Calendars, emailers, website banners, backdrops, invitations, print ads, brochures, newsletter, booklets and all kinds of promotional collateral
- c) Manage content calendars and ensure timely posting and updates across all platforms.
- d) Creation of campaigns, mini campaigns, promotional presentations with multimedia content as per discussion with department
- e) Ensure all content adheres to the respective brand guidelines, maintains a high standard of quality & accuracy , aligns with the format (story/reel/shorts/vertical/horizontal) requirement of specific media platform and is accessible on various end devices
- f) Create original blogs/ articles/posts/scripts related to departmental works, milestones and achievements per the requirement.
- g) Develop talking points for various senior officers on different issues
- h) Live streaming of important events, as and when required by the DoT Nodal Officer.
- i) Visits by relevant members of the team for photography/videography during events.

3.3 Digital Media Monitoring, Listening, and Reporting

- a) Continuously monitor social media channels, websites, Blogs, Forums etc. on real time to gather feedback, track and assess public sentiment and engagement, and detect trends.
- b) Provide real time reports on social media performance, including insights and recommendations for improvement using professional listening tools.
- c) Respond back to requests, queries, suggestions etc. received on digital media, with or without using software, based on a content approved by the DoT's and subsequently become competent to respond in an accurate and timely manner.

- d) Utilize text analytics algorithms to analyze incoming messages and highlight common keywords or themes. Provide insights into trending topics or frequently asked questions to prioritize responses. Develop an Artificial Intelligence (AI) based response generation feature that utilizes big data analytics to manage unstructured data and generate accurate and timely responses. Provide suggestions or auto-complete options based on analyzed data to expedite response drafting.

3.4 Crisis Management

- a) Develop and implement crisis management protocols for handling sensitive or negative situations in media and social media.
- b) Monitor for potential risks and respond promptly to mitigate any issues.
- c) Coordinate with all concerned entities to ensure resolution of complaints in media and social media

3.5 Research and Analysis

- a) Conduct thorough research to support content creation, strategy development, and public outreach.
- b) Provide separate resources dedicated to research work.
- c) Analyze data to identify trends/ patterns, provide actionable insights based upon the analysis that inform the overall social media strategy of DoT.
- d) Coordinate with other Offices of the Department including PSUs and TSP to gather information on their key projects and achievements on a regular basis.
- e) Coordinate with senior officers of each division to collect information on initiatives and news stories on a regular basis.
- f) Monthly reporting of social media activities - targets achieved, targets for the next month, what worked/ what didn't work etc.

3.6 Conversation Management and Response

- a) Logging of grievances raised by general public on various platforms. allocate tickets to concerned stakeholder and follow-up for closure.
- b) Map different users of each stakeholder on the software tools deployed for this purpose and provide them access to the reports and dashboards based on their User Access Levels
- c) Provide customized reports required by DoT from time to time on dashboard on analytical study of causes/ subjects of grievances/ tickets to identify common problem areas.
- d) Customizable tool so as to transfer deeper/ specific queries to designated authorized officials of the DoT on regular basis for their necessary action. User

interaction would initially be done in Hindi and English only. It will be extended to other officially recognized languages subsequently on need-based basis.

- e) Provide suggestions or auto-complete options based on analyzed data to expedite response drafting.

3.7 Public Relations and Media Outreach

- a) Develop and maintain strong relationships with key media outlets and influencers—national as well as specific State level
- b) Maintain media lists
- c) Regular response to media queries and coordinating with departments for regular PR-related inputs
- d) Regular reporting of PR efforts - coverage reports, stakeholder mapping, campaign impact etc.
- e) Facilitate generation and publication of DoT and telecom related articles in journals, newspapers and magazines
- f) Create and distribute press releases, media kits, and other PR materials as needed.
- g) Facilitate translation into regional languages, as and when required.
- h) Assisting in organizing press meets and other events, including by preparing briefs and talking points, interfacing with media personnels, taking notes, etc.

3.8 Key Points:

- a) DoT shall provide only office working space with internet facility for the selected agency/manpower working on the project stationed at DoT-HQ, New Delhi.
- b) Selected agency to ensure provisioning of required hardware, software, tools, subscriptions, etc. for the team to execute the assigned work. This will include, but not limited to, editing software (e.g. Photoshop, CorelDRAW, Illustrator, Premiere Pro Final Cut Pro etc.), social media analytics tools (e.g., Google Analytics, Hootsuite, Keyhole, Meltwater etc.), social media listening tools (e.g., Brand watch, Meltwater, Mention etc.), ticketing tools (eg. Zoho, Kconnect etc.), reporting tools, subscriptions to major publications, document repository for role based easy access of documents and compliance monitoring, webcasting of events on social media, on-demand live streaming and drone shoot for events. These will be provided without any extra cost.
- c) Content created by the selected agency (for any of the elements stated above) must be copyright protected, and any unauthorized use of this must be monitored. The Selected agency shall ensure no plagiarism or copyright violation in any deliverables/posts/ campaigns or assigned to the Agency.

- d) The copyright of all creatives and IEC material produced would remain with DoT. This would include full copyright of images used in the creatives and IEC material.
- e) The Selected agency shall be responsible for coordination or obtaining any permission required for undertaking work as detailed in this Document. DoT will assist the Agency in this regard wherever possible.
- f) The logo(s), punch line(s), tag lines(s), hashtag(s), brand guidelines etc. created for various schemes will be the property of DoT in perpetuity.
- g) All creatives and IEC material designed/produced must be of global standards as well as per Government of India norms.
- h) The selected agency will ensure the submission of required creatives/IEC material and any other work undertaken within the timelines decided by DoT.
- i) Selected agency would be responsible for storage/backup/recovery facility of content and data created by the Agency. The archive set-up thus should have back up storage and would have retention until 24 months from the date of creation of the content.
- j) The selected agency shall handover the entire content archives to the DoT at the end of every 3 months' period.
- k) The selected agency will be responsible in case of any damage/loss of any data. After the completion of the service/term period, the agency will provide all the data to DoT.
- l) The selected agency will also ensure the seamless transfer and handing over of the services, operations and archived data to the successive Agency which is given this work.
- m) The shortlisted agency is required to get the prior approval of the concerned Nodal person(s) , for any kind of creations/creatives/videos/content/scripts etc. for uploading/publishing on the various social media platforms.
- n) The Media selected agency shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the department, or that may be reasonably perceived as having this effect. Failure to disclose such situations by the selected agency may lead to disqualification of the agency or termination of the contract.
- o) Requirements such as essential equipment/ hardware, software, networking equipment etc. etc. for efficient completion of tasks will have to be maintained by the selected agency.
- p) The credentials under which the social media handles are registered shall be exclusive for the department and property of department. The selected agency

must submit the credentials to the department on-demand and on termination/completion of work. Failure to comply would be deemed as default.

- q) If any of the social media accounts or assets is disabled due to violation of its terms of use, it be deemed as default, unless stated otherwise by DoT, based on the understanding of disablement criteria in light of the actions that led to it.
- r) If any social media account is hacked, such that the hacking incident is not deemed widespread across the social media platform and such that it is particular to the account managed by the selected agency on behalf of the department, then it would be deemed as default.

4. Resource Requirements

On selection, the Agency would be required to deploy a dedicated team of professionals and required tools and systems for the Department of Telecommunications as indicated below.

- 4.1 A team of professionals as included in Table (1) to be stationed at the place identified by the Department to enable quick response during office hours. Whenever needed, additional staff to meet any incidental peak requirements shall be provided by the selected agency to augment the efforts of above persons at no extra cost. The team should be available 24*7 for execution of any urgent work.
- 4.2 The required hardware, software, tools and subscriptions etc. including editing software, social media analytics tools, social media listening tools, ticketing tools (eg. Zoho,Kconnect,etc.), reporting tools, subscriptions to major publications, document repository, webcasting, live streaming, drone shoot etc. must be provided by the Selected agency without any extra cost.

Table (1)

DoT reserves the right to increase or decrease resources at 15 days' notice throughout the contract period

| S.No | Profile | Experience Criteria | No. of Resources |
|------|--|--|------------------|
| 1. | Social Media Management Expert/Team Lead | Experience/qualification: 1. Graduation or Master's degree in Communication/Journalism/Advertising or related fields. 2. At least 12 years of social media, digital marketing and PR work experience including team management and client servicing experience of at least 5-7 years. Notable work | |

| | | | |
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| | | <p>experience with ministerial/government clients.</p> <p>3. Should have prior experience working for telecom or related sector clients.</p> <p>Key desired skills:</p> <p>1. Well-versed with all social media platforms, Good command over English and Hindi, Experience with social media analysis, social media tracking tools, team management, calendar management, and Public Relations, Connections with the media fraternity.</p> | |
| 2. | Content Writer | <p>Experience/Qualifications:</p> <p>1. 8+ years of experience in content development for different platforms.</p> <p>2. Minimum graduate in Journalism /Communications/ advertising or related field</p> <p>Key desired skills:</p> <p>1. Good command over both Hindi and English.</p> <p>2. Notable experience working with government/political clients</p> <p>3. Well-versed with social media trends. 4. Creative mind capable of coming up with online and offline campaign ideas.</p> | |
| 3. | Graphic Designer | <p>Experience/Qualifications:</p> <p>1. At least 8+ years of experience in designing, with preference for government space.</p> <p>2. Degree/diploma/ Certificate in graphic designing or related field</p> <p>Key desired skills:</p> <p>1. Proficiency in software such as Photoshop, CorelDRAW, Illustrator, etc.</p> <p>2. Experience in designing social media posts and collaterals like banners, standees, and hoardings for PSUs/governments/big</p> | |

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| | | <p>corporates.</p> <p>3. Quick turnaround time, innovative and creative thinking.</p> | |
| 4. | Video Editor | <p>Experience/Qualifications:</p> <ol style="list-style-type: none"> 1. 8+ years of experience in video editing or in motion graphics + stop motion + 2D & 3D animation. 2. Degree/diploma/ Certificate in graphic designing, video production, film/media or related field. <p>Key desired skills:</p> <ol style="list-style-type: none"> 1. Proficiency in software such as Premiere Pro and Final Cut Pro. 2. Experience in editing for social media platforms (reels, long format videos, and short videos). 3. Quick turnaround time, innovative and creative thinking. 4. Proficiency in animation/2D & 3D. | |
| 5. | Social Media research, cum social media listening Expert | <p>Experience/Qualifications:</p> <ol style="list-style-type: none"> 1. 8+ years of experience in research, social media listening, online reputation management and sentiment analysis. 2. Graduation/diploma in Communication/Journalism/Advertising or related fields. <p>Key desired skills:</p> <ol style="list-style-type: none"> 1. Expertise in using social media listening tools (e.g., Brand watch, Meltwater, Mention etc.) to track mentions, keywords, and sentiment across various platforms. 2. Strong understanding of qualitative and quantitative research methods. | |

| | | | |
|----|-----------------------|--|--|
| | | <ol style="list-style-type: none"> 3. Ability to interpret social media sentiment, identify trends, and assess public sentiment and potential risks. 4. Proficiency in presentation-making, capable of creating clear, concise, and visually engaging presentations to communicate findings to stakeholders. 5. Dedicated roles for listening and gathering feedback specific to each Minister and the Department. 6. Dedicated roles for conducting in-depth research for both the Minister of Communications and the Minister of State for Communications. 7. Responsible for providing data-driven insights to inform strategy and content development. 8. The agency will provide these tools to the researchers cum social media listening experts. | |
| 6. | Social Media Analysts | <p>Experience/ Qualifications:</p> <ol style="list-style-type: none"> 1. 8+ years of experience in social media analysis, with a focus on data-driven decision-making and strategy development. 2. Graduation/ diploma in Communication/Journalism/Advertising or related fields. <p>Key desired skills:</p> <ol style="list-style-type: none"> 1. Proficiency in using social media analytics tools (e.g., Google Analytics, Hootsuite, Keyhole, Meltwater etc.) to monitor and analyse performance metrics. 2. Proficiency in Google and Online Ad management. | |

| | | | |
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| | | <p>3. Expertise in data interpretation, reporting, and trend analysis.</p> <p>4. Strong presentation-making skills, capable of delivering clear and compelling presentations to communicate insights and strategies.</p> <p>5. Ability to translate data into actionable insights and recommendations for improving social media presence and engagement.</p> | |
| 7. | Grievance Redressal and Ticket Management Expert | <p>Experience/Qualifications:</p> <p>1. 5+ years of experience in Grievance Redressal and Ticket Management Support</p> <p>Key desired skills:</p> <p>1. Proficiency in using Ticket Management tools (e.g., Kconnect, Zoho etc.) to redress Grievances, on social media. Proficient in handling computer software such as MS office, Excel etc.</p> | |
| 8. | PR Experts | <p>Experience/Qualifications:</p> <p>1. 5+ years of experience in the field of public relations.</p> <p>2. Degree in Public Relations/Communications or related field.</p> <p>Key desired skills:</p> <p>1. Strong connections with media and influencers.</p> <p>2. Experience in managing public relations campaigns and media outreach for government/PSU/political clients.</p> | |

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| | | 3. Notable experience in event management is required (press conferences, government events etc.) | |
| 9. | Photo cum Videographer | <p>Experience:</p> <ol style="list-style-type: none"> 1. 5+ years of experience in the related field. 2. Graduate with certification in Photography/Videography <p>Key desired skills:</p> <ol style="list-style-type: none"> 1. Experience in handling accessories like drone, gimbal etc. Previous experience of covering govt events. | |

4.3 Other Important Terms & Conditions:

- a) The services should start at the earliest and not later than 15 days from the award of work to selected agency. The agency must have all the facilities and solution readily available so that the services are operational within the stipulated time frame. It shall be the responsibility of the selected agency to ensure the qualifications and experience indicated for the deployed resources are as per the requirement of their roles. DoT reserves the right to conduct interview, verify and cross check the credentials and qualification for the proposed staff/ resource.
- b) The team shall be deployed exclusively, and the selected agency has to ensure that no resource is deployed under this Project works on any other engagement. A declaration for the same shall be provided by the selected agency.
- c) All the resources must be Indian Nationals. The resources must be available in Delhi NCR. The Selected agency shall provide laptops with internet (internet connectivity shall be provided only at DoT-HQ), headphones and all necessary software/hardware to render services under the scope of work mentioned.
- d) Each member of the team must be a full-time employee of the selected agency or under direct contract with the agency. They all should abide by the confidentiality clause of the contract.
- e) In case of any requirement for change in the deployed resource(s) for lack of performance, on recommendation of DoT or any other reasons, the selected agency should ensure immediate replacement having required qualification and experience for the role. It shall be the responsibility of the selected agency

to ensure the qualifications and experience indicated for the proposed replacement resource is as per the requirement of their roles. DoT reserves the right to conduct interview, verify and cross check the credentials and qualification for the proposed staff/ resource.

- f) If during the course of engagement, it comes to notice that any team member has misrepresented the facts about his/her qualification/experience, it would be deemed as default. The selected agency will have to terminate the services of such member and shall have to provide suitable replacement immediately.
- g) It will be responsibility of selected agency to verify past record of each and every team member of the deployed team. It will be binding on selected agency not to appoint/hire any team member with criminal background or those found guilty of indulging in antisocial and anti-national activities.
- h) The selected agency shall be liable for all pays/salaries to the deployed team and shall also be responsible for complying with all the statutory liabilities, including payments/contributions towards all statutory dues connected to and/or related to the employment of the team members sent to DoT.
- i) It is expressly understood and agreed to between the parties to this agreement that the manpower deployed by the selected agency shall be the employees of the agency for all intents and purposes and in no case, there shall be a relationship of employer and employee between the DoT and the said manpower. The selected agency should submit undertaking received from the respective deployed manpower in DoT regarding the same along with appointment letter issued to that manpower/s.
- j) The manpower employed by the selected agency shall have no right, whatsoever, for any appointment in the DoT in temporary/ ad-hoc/daily wages/regular capacity on the basis of their work in the DoT.
- k) In case any employee of the selected agency so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the selected agency to contest the same at appropriate forum(s).

5. Period of contract and review:

The contract will be for a period of 24 months from the date of award of contract. It will be reviewed monthly or any other regular intervals to assess the performance on the basis of milestone achievements and make any necessary adjustments. The contract may be extended, for mutually agreeable duration (for a maximum of 12 months) on same rates and terms & conditions, based on satisfactory performance in terms of milestone achievements and mutual agreement.

6. Eligibility Criteria:

- a) The Bidder must be: Incorporated and registered in India under the Indian Companies Act 1956/ 2013 or LLP registered under LLP Act, 2008/ Partnership

Firm under Indian Partnership Act, 1932 related field. Should be in operation in India for minimum five (5) years.

- b) Last 3 years average annual Turnover must be at least Rs. 5.5 crores (2021-22, 2022-23, 2023-24).
- c) The Bidder must have at least 50 communication experts/ graphic designers/ social media experts on its payroll as on 31st March 2024
- d) The bidder must have a past experience of handling similar work (like social media management, digital media management, PR, conceptualization and implementation of digital campaigns etc.) meeting one of the following criteria:
 - One similar work of at least 80% of the estimated bid value or
 - Two similar works of at least 50% of the estimated bid value each or
 - Three similar works of at least 40% of the estimated bid value each.
 - Out of above works, any one of the work experience must be with Central Government Ministries/ departments or State Government in last 3 years (2021-22, 2022-23, 2023-24).
- e) Start Up/ MSE need to provide their Udyami certificate/ Start up certificate from relevant Govt department/ ministry (Start-up/MSE is exempted only for turnover and years of experience, not for similar work experience) along Self-declaration from the bidder in company letter head, signed by authorized signatory.
- f) Bidder shall not be blacklisted/ debarred by any Govt. Department/Public sector undertaking or under liquidation; bankrupt; court receivership or other similar proceedings.

7. Submission of Bid:

7.1 The bids should be submitted online on the GeM Portal only

7.2 Any bid received in the physical form shall be rejected and returned to the bidder unopened.

7.3 The Technical Bid and Commercial Bid files should be labeled separately. It may be noted that prices must not be indicated in the Technical Bid and must only be indicated in the Financial Bid. Any deviation shall lead to disqualification.

7.4 The Bidder shall prepare the bid based on details provided in the RFP documents. The Bidder shall carry out all the tasks in accordance with the

requirement of the RFP documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP documents.

8. Earnest Money Deposit:

8.1 The bidder is required to submit EMD as per the RFP fact sheet, only in the form of Account Payee Demand Draft Fixed Deposit Receipt from any of the commercial banks in favor of "PAO (HQ), DOT HQ, New Delhi" payable at New Delhi.

8.2 The hardcopy of EMD has to be submitted in Room No. 1022, 10th Floor, Sanchar Bhavan, New Delhi 110001 before the bid end date & time and the softcopy of the same has to be uploaded on GEM Portal as **Annexure-B**.

9. Pre-Bid meeting:

9.1 A Pre-Bid meeting will be held with the interested Bidders at the time and venue specified at the GeM portal.

9.2 Bidders shall provide the queries/clarifications required to be discussed in the Pre-Bid Meeting over e-mail: media-dot@nic.in prior to the scheduled pre-bid meeting.

9.3 No queries/ suggestions will be entertained after the Pre-Bid meeting.

10. Technical Bid:

The Technical Bid should be submitted in form given in **Annexure-I** with the scanned copy of proof **Bid Security Declaration**. A duly constituted evaluation committee shall evaluate the technical bid of those bidders that fulfill all the eligibility criteria given in Table (A) of this RFP document.

11. Commercial Bid:

a) The Commercial Bid should be submitted in form given in **Annexure-II** and should be unconditional. The Commercial Bids of the bidders short-listed after evaluation of technical bids only will be opened on a specified date and time to be intimated to the respective bidder. A duly constituted Evaluation Committee will evaluate the Commercial Bids of only those bidders who have been shortlisted by the technical bid evaluation committee.

b) The bid price would be exclusive of GST/ applicable taxes.

c) Terms of payment as stated in the RFP Document shall be final.

d) Bid price should include entire cost toward the delivery of the whole scope of work.

e) At the time of payment of bills, the income tax and other statutory Government dues, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

- f) Rate should be quoted in figures and words in English; the latter prevailing in case of any discrepancy.
- g) The price quoted by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation on any account. A bid submitted with a price variation clause will therefore be treated as nonresponsive and rejected.

12.Evaluation of Bid: (Quality and Cost based Selection (QCBS) – 70:30 (Technical: Commercial)

12.1 Bid Opening

The bidder is at liberty either himself or authorize not more than one representative to be present at the opening of the RFP. The representative attending the opening of the Bid on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification on the date and time indicated in the “Schedule of RFP”, only Technical bids will be opened and read out in the presence of bidders’ representatives.

12.2 Eligibility conditions:

- (i) A duly constituted Committee will undertake an initial screening of the bids on the basis of Eligibility Criteria of all the technical bids. The bidders, not meeting the eligibility criterion as per clause 6 of the RFP document or without Bid Security Declaration, will be summarily rejected.
- (ii) The technical bids of the bidders who fulfill the eligibility criterion as per clause 6 of the RFP and have provided supporting documentation as per Table (A) of the RFP document and who have submitted Bid Security would be further evaluated by a Committee to be set up by the DoT for the purpose.
- (iii) The Committee will examine all the documents mentioned at Table-A and the bidders which do not meet the requirements mentioned at Table-A and clause 6 will be summarily rejected.

Table (A)

| S.No | Criteria | Required Documents (Non Supply of any document will lead to rejection) | Yes/No |
|-------------|-------------------------------------|---|---------------|
| 1. | Legal Entity The Bidder must be: | <ul style="list-style-type: none"> • Certificate of Incorporation. | |

| | | | |
|----|---|--|--|
| | <p>a) Incorporated and registered in India under the Indian Companies Act 1956/ 2013 or LLP registered under LLP Act, 2008/ Partnership Firm under Indian Partnership Act, 1932</p> <p>b) Should be in operation in India for minimum five (5) years.</p> | <ul style="list-style-type: none"> • Copy of Registration Certificate(s) • Copy of GST registration • Copy of PAN <p>(Annexure- C)</p> | |
| 2. | Turnover-Last 3 years average annual Turnover should be at least Rs. 5.5 crores per annum (2021-22, 2022-23, 2023-24) | <p>Certificate from Auditors/ CA firm/ Audited Financial Statements for last 3 financial years (FY2021-22, 2022-23,2023-24).</p> <p>(Annexure-D)</p> | |
| 3. | <p>Manpower Strength :</p> <p>The Bidder must have at least 50 communication experts/ graphic designers/ social media experts on its payroll as on 31st March 2024</p> | <ul style="list-style-type: none"> • Certificate from HR indicating the required number of communication experts/ content designers/ social media experts with the Bidder. • Agency HR should submit “self-certified declaration” mentioning the total employee strength of the firm in the specified category. <p>(Annexure-E)</p> | |
| 4. | <p>Technical Capability :</p> <p>Similar Past work experience as per clause 6</p> | <p>A summary of such work is to be provided as per Annexure G, with supporting copies</p> | |

| | | | |
|----|--|--|--|
| | | of Work Orders, Work Completion Certificates/ Phase Completion Certificates with Contract copy of invoices. (Annexure-F) | |
| 5. | Start Up/MSE seeking exemption for number of years of experience and annual turnover need to provide their Udyami certificate/ Start up certificate from relevant Govt department/ministry | Relevant certificate from respective Government Department (Annexure-G) | |
| 6. | Non Blacklisted | Self-declaration from the bidder in company letter head, signed by authorized signatory. (Annexure H) | |

12.3 Technical Evaluation:

- (i) The bidder that qualify at Table-A will be invited to make a presentation as detailed at Table-B. The committee will evaluate the presentation and award points on each of the points of evaluation as per following marking scheme of Table-B. The committee reserves the marking rights and no challenges can be made for awarded marks.
- (ii) After Scrutiny and evaluation of technical bids by this committee, the bidders who qualify in Table-A and score a minimum of 70 marks as per points of evaluation laid down in Table - B (out of 100 marks) shall be shortlisted and the commercial bids of only these short-listed bidders shall be opened on the date/ time in the presence of concerned bidders or their duly authorized representative who wish to be present.
- (iii) The decision of the Committee shall be binding to all.

Table-(B)- Technical Qualification

| S. No | Criteria | Sub-Criteria | Maximum Marks |
|-------|----------|--------------|---------------|
|-------|----------|--------------|---------------|

| B1: Parameters (Experience & Qualification) | | | |
|--|---|--|----|
| 1. | Turnover- Annual Average Turnover from India operations for the last three (3) years ending 31st March 2024 | Average Turnover of India Operations for the last 3 years i.e.,2021-22,2022- 23,2023-24 >Rs. 20 Crores (5 Marks) Rs. 14 to 20 Crores (4 marks) Rs. 8-14 Crores (3 Marks) Rs.5.5 -8 Crores (1 Marks) | 5 |
| 2. | Past Performance Experiences | <p>Previous Social Media Campaigns executed by the bidder, Outcomes of the Campaigns & any worth mentioning achievement of the campaign.</p> <p>Marks will be awarded out of 10 for the agencies showcasing up to 5 similar work experience (like social media management, digital media management, PR, conceptualization and implementation of digital campaigns etc.)</p> <p>Additional marks will be awarded out of 5 marks (on prorata basis) for agencies that demonstrate more than 5 and upto 10 works experience of above nature and scale.</p> <p>Any work experience out of above for Central Governement/ Department will be additionally awarded out of 3 marks</p> <p>Any work experience out of above in Telecom domain will be additionally awarded out of 2 marks.</p> <p>Works with a minimum contract value of INR 25 Lakhs each during past three (03) years shall only be considered.</p> | 20 |

| | | | |
|---|-------------------------------|--|----|
| 3. | Team Composition | Required Qualification, Experience & Skills of the proposed team | 15 |
| B2: Evaluation on presentation will be on the following points | | | |
| 4. | Social media Strategy for DoT | <p>Each bidder would be required to present an Overall Media communication and outreach strategy how the bidder proposes to achieve the milestones in a month, 3 months, 6 months and 1-year.</p> <p>The strategy should encapsulate the entire gamut of proposed activities that the bidder intends to undertake during the year across different digital mediums so as to achieve the desired objectives in a cohesive and time- bound manner while being truly faithful to the idea of 360 degree digital and social communication and outreach activity.</p> <p>The strategy may consist of the following subheads or any other criteria deemed fit.</p> <ul style="list-style-type: none"> a) Target group identification strategy b) Social media communication: Comprehensive strategy, alignment with objectives, adaptability c) Social media engagement campaign ideas d) Synergy between and customization for each social media platform <p>Examples of successful strategies implemented earlier may be used to</p> | 20 |

| | | | |
|----|--|---|----|
| | | <p>explain how the same will be customized for the DoT.</p> <p>The bidder is also expected to present an implementation plan. It is desirable to assure and anticipate healthy, positive outcomes in respect of:</p> <ul style="list-style-type: none"> a) Growth in number of unique followers/ reaches on social media handles. b) Growth in the media presence of the department. c) Reduction in the turnaround time for response management. d) Growth in the amount of creative content posted on the handles and informational campaigns run by the bidder. | |
| 5. | Content creation and strategy and creativity | <p>Quality and timelines of content delivery, Content relevance, adherence to brand guidelines, content calendar efficiency</p> <p>Content creation - Each bidder would be required to present during the presentation:</p> <ul style="list-style-type: none"> a) 1 video with voice over b) 1 GIF c) 1 still creative d) A press article on topics pertaining to Telecommunications including: <ul style="list-style-type: none"> (i) Importance of telecom services in lives of the citizen (ii) Safeguarding telecom infrastructure (iii) Financial frauds with Mobile Phones. | 10 |

| | | | |
|----|---|--|----|
| | | <p>The aforementioned creatives/article would be evaluated on the importance of underlying content, level of engagement, intuitiveness and informative nature of the creatives.</p> <p>Mechanism of real time gathering of feedback, tracking and assessing public sentiment and engagement and detecting trends.</p> | |
| 6. | Strategy for Social media listening, Analytics and response | <p>Mechanism of real time gathering of feedback, tracking and assessing public sentiment and engagement and detecting trends.</p> <p>Protocols and Response for handling Crisis, response speed, and issue resolution.</p> <p>Examples of successful implementation of social media management in other ministries/ departments/ PSUs/MNCs</p> <p>Average turnaround time assured by the bidder to respond to standard queries on social media platforms</p> <p>The online ticket management system and the expected amount of time taken by the Tool to provide accurate, humane and informative responses to user queries on social media.</p> | 10 |
| 7. | Public Relations and Media Outreach (PR Strategy) | Media relationships, PR materials quality, and outreach effectiveness | 5 |
| 8. | Tools to be used | Use of proposed hardware, software, tools and subscriptions including editing software, social media analytics tools, social media listening tools, ticketing | 15 |

| | | | |
|--------------------|--|---|-----|
| | | tools (eg. Zoho, Kconnect,etc.), reporting tools, subscriptions to major publications, document repository etc. | |
| Grand Total | | | 100 |

12.4 Commercial Proposal:

- (i) The commercial Bids of the technically qualified bidders shall then be opened on the notified date and time as on the GeM Portal. Commercial Bids that are not as per the provided format shall be liable for rejection. In the case of a tie between two or more bidders (i.e. equal commercial quote), the bidder with higher score under technical evaluation shall be ranked first in order. If Bidder quotes NIL charges, the bid shall be treated as unresponsive and shall not be considered for evaluation.
- (ii) After opening and evaluating the Financial Proposals of technically qualified bidders, a final combined score is arrived at based on predefined relative weightage.
- (iii) The proposal with the highest weightage combined score (quality and cost) shall be selected.

$$\text{Calculation Formula} = B = [(T/T_{high}) * X] + [(C_{low}/C) * (1-X)]$$

Where

C= Evaluated Bid price;

C_{low}= The lowest of all evaluated Bid price among responsive Bids;

T= The total Technical score awarded to the Bid;

T_{high}=the Technical score achieved by the Bid that was scored best among all responsive Bids;

X= weightage of technical process for the process as specified in Bids (70:30)

- (iv) Total Score will be calculated by GeM based on the Technical and Financial marks awarded by the committee members and the applicable QCBS weightage.

12.5 Other terms and conditions:

- (i) The decision of the Committee in the evaluation shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee. DoT may seek clarifications from the bidder on the Technical & Financial Proposal
- (ii) DoT may seek any specific clarifications or missing document(s) to meet the tender requirement during the technical evaluation stage.

- (iii) DoT may call for clarifications/ missing document(s) from the agencies. The bidder has the option to respond or not to respond to these queries.
- (iv) If the bidder fails to respond, within the stipulated time period or the clarification(s)/documents submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the clarification(s)/document(s) and the bid will be summarily rejected.
- (v) With the request for clarification/missing document(s) no change in quoted prices or substance of the bid shall be sought, offered or permitted.
- (vi) The Department reserves the right to terminate the agreement with the shortlisted agency(s) at any stage of the contract. Department decisions with regard to evaluation & selection shall be FINAL and binding to all.

13. Right of Acceptance:

- (i) The Department of Telecom reserve all rights to reject any bidder including those proposals who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the highest or any specific proposal. The decision of Department of Telecom in this regard will be final and binding.
- (ii) Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work will prejudice the bidder's quotation.

14. Performance Bank Guarantee (PBG)

The selected bidder shall furnish Performance Bank Guarantee to DoT as per following:

- a) PBG equivalent to 5% of the Total Work Order value with validity of 120 days post contract end date.
- b) The PBG shall be in form of a Bank Guarantee from a Scheduled Commercial Bank having its branch in Delhi NCR or in form of a Bank draft in favor of DoT drawn on a Scheduled Commercial Bank, payable at Delhi NCR (Refer Annexure G for format)
- c) The PBG should be submitted within 15 working days after acceptance of work order.

15. Payment Term and Conditions

The payment to the agency will be made monthly on the basis of milestone achievement depending upon the actual duration of services rendered at DoT after availing service.

15.1. Retainership Payment:

The selected agency shall be paid a monthly retainership fee of ₹X (X will be decided after due tender process) for providing social media management services, including the deployment of 22 resources indicated above, duly equipped with required tools, and handling the day-to-day social media activities for the Department of Telecom.

15.2. Monthly Payment Breakdown:

The Monthly retainership payment structure for this engagement shall follow an 80-20 model. Under this model, 80% of the total agreed amount will be paid as a fixed base payment, while the remaining 20% will be considered as a variable payment, contingent upon the achievement of predefined performance targets. For now, the performance target is set as a minimum 2% month-on-month increase each in the total number of followers and engagements across the four major social media platforms: X (formerly Twitter), Facebook, Instagram, and YouTube. For example, if the total number of followers across X, Facebook, Instagram, and YouTube at the end of the previous month is 11.5 lakh (1,150,000), the total number of followers on the last day of the subsequent month must increase by at least 2%, equivalent to a total growth of 23,000 followers across the four platforms. Addition of the any other target parameter and/ or quantum of change in parameters can be done during the currency of contract by mutual agreement. The variable payment will be released only upon satisfactory verification of these growth targets.

15.3. Carry Forward of Target Shortfalls:

In the event that the selected agency fails to meet the month-on-month target of a 2% increase in followers and engagement (and any other mutually agreed additional targets), the shortfall in growth will be carried forward to the following month and will be added to the target for that month. The target for next month will be based on the number of followers actually achieved in the previous month plus any shortfall from the previous month. If, by the end of the contract period, the selected agency has not achieved the cumulative targeted growth, the variable payment that is withheld due to non-achievement of the target of specified months shall not be released.

Withholding of payment shall be allowed in the blocks of 6 months and so, at the end of 6 months, the amount withheld will be forfeited. The shortfall of targets shall still get added on month-by-month basis.

15.4. Out of pocket Payment term and conditions:

- (i) Selected agency resources may have to travel whenever required to cover events , to collect success stories etc. Any expenses on such visit of manpower/resource of the selected agency shall be

regulated as per extant government rules. The invoices of out-of-pocket expenses shall be raised as per actual deployment. But prior approval of DoT is needed on those expenses, beforehand.

15.5. General Payment term and conditions:

- (i) No advance payment shall be made by DoT
- (ii) Payment shall be made in Indian rupees only
- (iii) Any penalties and deductions will be done from monthly payments.
- (iv) In case of early termination of the Contract, the pro rata payment shall be made to the selected agency for the period it has provided its Services to the Purchaser.

15.6. Attendance and Leaves:

Selected agency has to ensure the availability of resources as per DoT guidelines or depending on the work assigned at the location decided by the Department. They are required to adhere to the working hours, working days, and holidays of the Department. The resources may be required to work extended hours during weekdays and/or weekends/holidays depending on the nature, priority and urgency/criticality of the work assigned. Absenteeism must be managed by selected agency by deployment of alternate resource/s of similar skills. Selected agency has to provide the manpower reports to DoT on monthly basis. Project Management Team deployed at DoT should be equipped with tools for manpower and project management (timesheet) which may be accessed by DoT also. The selected agency must support the DoT for auditing of manpower and facilities, if required.

16. Service Level Agreement (SLA) and Penalties

16.1. Any unjustified and unacceptable delay resulting from reasons attributable to the selected agency beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the agency liable for penalties at the rate as mentioned in the following sections.

16.2. In the event of three successive occurrences of default related to the non-execution of work orders due to reasons attributable to the selected agency or any other default, the Department of Telecom shall have the right to terminate the contract with immediate effect. This termination may include the forfeiture of the defaulting selected agency's Performance Bank Guarantees. DoT reserves the right to also blacklist the agency.

16.3. The maximum penalty to the Selected agency for a specific month will be capped at 10% of total amount due for that particular month.

| S.No | Definition | Target | Penalties |
|-------------|---|--|--|
| 1. | Deployment of complete team and Commencement of services and deployment of team | Within 15 days from the award of contract | Delay of every 1 day after 30th day from the notification of award of contract – penalty of INR10,000 |
| 2. | Creatives posted on social media platforms on a Monthly basis | At least 30 creatives/infographics and 10 videos. | 1% of the total monthly invoice for that particular month. |
| 3. | Timely Deliverables | Submission of deliverables from the scope as per timelines agreed with DoT | INR 10,000 per day per deliverable |
| 4. | Timely Disposal of Tickets | Threshold is upto 5% pendency for tickets more than 72 hrs, in a month | 1% of the total monthly invoice for that particular month for every 5% or part thereof additional pending tickets over the threshold for more than 72 hrs. |

17. GENERAL TERMS AND OTHER CONDITIONS

17.1 General Conditions:

- a) The selected vendor shall not assign its contractual authority to any other third party.
- b) Any default or breach in discharging obligations under this Hiring or contract by the selected vendor while rendering services to DoT, shall invite all or any actions/ sanctions, as the case may be, including execution of Bid Securing Declaration, security deposit stipulated in this RFP document. The decision of DoT arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any vendor/ selected agency to bring pressure of any kind, may disqualify the vendor/hired selected agency for the present RFP and the vendor/ selected

agency may also be liable to be debarred from bidding for DoT tenders in future for a period of at least three years.

- c) DoT reserves the right to modify and amend any of the stipulated condition/criterion given in this hiring or RFP, depending upon project priorities vis-a-vis urgent commitments.
- d) In case the hired agency is found in-breach of any condition(s) of Contract or supply order, at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- e) Any deviation/changes as decided by the government time to time in the applicable taxes has to be borne by the selected agency.

17.2. Micro, Small & Medium Enterprises Development Act, 2006:

If selected agency falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be provided to DoT. Further, the agency must keep DoT informed of any change in the status of the company.

17.3. Limitation of Liability:

- a) Except conditions enumerated in Indemnity Clause, the damage caused by the selected agency to DoT under any work order issued, the selected agency shall be liable to DoT for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of Hiring that can be levied on the selected agency shall not exceed the total contract value of the work entrusted to them.
- b) Selected agency shall be liable for all acts of omission and commission by its employees deployed under this Hiring and DoT stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the selected agency or its employees.
- c) Limitation of liability: In no event will the selected agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.

17.4. Indemnity:

- a) The selected agency shall indemnify and defend the DoT against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/

hardware, documents, other artifacts, deployed resources and related services or any part thereof ("Deliverables"). The selected agency shall have no obligations with respect to any claims to the extent such claim results from:

- (i) The selected agency's compliance with DoT specific technical designs, specifications or instructions where the selected agency has notified DoT in writing (with proper reasons) prior to implementation of such specific technical designs, specifications or instructions that the implementation of such specific technical designs, specifications or instructions will result in infringement claims.
- (ii) Inclusion in a Deliverable of any content or other materials provided by DoT and the infringement relates to or arises solely from such DoT materials or provided material.
- (iii) Modification of a Deliverable after delivery by the selected agency to DoT if such modification was not made by or on behalf of the selected agency and the claim arises solely due to such modification.
- (iv) Operation or use of some or all of the Deliverable in combination with materials not provided by the selected agency and the claim arises solely due to such reason;

Or

- (v) Use of the Deliverable for any purposes for which the DoT have been advised in advance in writing that the same have not been designed or developed or other than in accordance with any applicable specifications or documentation- on provided by the selected agency;

Or

- (vi) Use of a superseded release of some or all of the Deliverables or DoT failure to use any modification of the Deliverable furnished under the contract including, but not limited to, corrections, fixes, or enhancements made available by the selected agency provided that such modifications or new releases are made available by selected agency free of cost and the use of such modifications or new releases does not adversely impact the performance / service levels.
- b) DoT stand indemnified from any employment claims that the hired manpower /Resources / agency's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders.
 - c) Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfillment of the purchase orders

caused by the negligence or willful misconduct of the other Party or its agents and representatives.

18. Force Majeure

If at any time, during the continuance of the hiring, the performance in whole or in part by either party of any obligation under the hiring is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the hiring /contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the hiring/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the hiring is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the Hiring.

19. Termination of Contract

19.1 DoT may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of ONE month issued to the selected agency at its registered office, terminate this agreement under any of the following circumstances:

- (i) Selected agency failing to perform any obligation(s) under the agreement;
or
- (ii) Selected agency failing to rectify, within the time prescribed, any defect as may be pointed out by DoT. or
- (iii) Selected agency going into liquidation or ordered to be wound up by competent authority.
- (iv) Selected agency fails to maintain a reasonable performance on SLAs and KPIs over a reasonable period of time.

19.2 In event of three successive occurrences of default related to the non-execution of work orders due to reasons attributable to the or any other default, the Department of Telecom shall have the right to terminate the contract with immediate effect. This

termination may include the forfeiture of the defaulting selected agency's Performance Bank Guarantees. DoT reserves the right to also blacklist the selected agency.

19.3 If selected agency is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to DoT in writing. In that case, the written notice period can be modified by DoT as deemed fit under the circumstances. DoT may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.

19.4 In case of termination of contract, the selected agency shall be required to continue providing services for a suitable period of time and shall extend all support for smooth transitioning of services through a different operator.

19.5 It shall be the responsibility of selected agency to maintain the agreed Quality of Service, even during the period when the notice for surrender/ termination of agreement is pending. If the agreed Quality of Service is not maintained during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of Successful bidder and any cost of content/services payment pending with DoT shall be forfeited.

19.6 DoT reserves the right to blacklist an selected agency for a suitable period in case he fails to honor his bid without sufficient grounds

19.7 DoT reserves the right to suspend any of the services and/or terminate this agreement in one or more of the following circumstances by giving 30 days' notice in writing.

19.8 TERMINATION FOR INSOLVENCY, DISSOLUTION ETC.

DoT may at any time terminate the contract by giving written notice to the selected agency without compensation to the selected agency, if the selected agency becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to DoT.

19.9 TERMINATION FOR CONVENIENCE

DoT may by written notice, sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for DoT's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. DoT reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.

19.10 TERMINATION BY SELECTED BIDDER

Selected agency can terminate the contract by giving 90 day written notice in advance, but only after completion of one year of contract. In case of advance notice by selected

bidder, PBG will be forfeited if any termination notice (s)/non-performance are already served by DoT. The termination date will be decided by DoT authorities as the administrative convenience. In case of advance notice by selected bidder where no termination notice is served by DoT, the PBG will not be forfeited.

20. Applicable Law

- (i) The selected agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- (ii) All disputes in this connection shall be settled in Delhi jurisdiction only.
- (iii) DoT reserves the right to cancel this hiring or RFP or modify the requirement at any stage of RFP process cycle without assigning any reasons. DoT will not be under obligation to give clarifications for doing the aforementioned.
- (iv) DoT reserves the right that the work can be allocated to any of the hired vendors.
- (v) DoT also reserves the right to modify/ relax any of the terms & conditions of the hiring or RFP by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.
- (vi) DoT, without assigning any further reason can reject any proposal(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.
- (vii) DoT also reserves the right to award work orders on quality/technical basis, which depends on quality, capability and infrastructure of the firm. All procedure for the purchase of stores laid down in GFR and DFPR shall be adhered-to strictly by the DoT and subordinates and selected agency are bound to respect the same.

21. Non-solicitation

The selected agency and DoT each agree that during the term, selected agency personnel or DoT employee is associated with the services under- the Contract and for a period of twelve months after such person ceases to be so associated, neither the hired selected agency nor DoT shall, directly or indirectly, solicit for hire or knowingly hire or retain such personnel of the other party as an employee or independent contractor, except with prior written consent of the other party.

22. Confidentiality

- (i) Selected bidder (the "Receiving Party") shall acknowledge and agree to maintain the confidentiality of Confidential Information (as hereafter

defined) provided by the DoT (the "Disclosing Party"). The Receiving Party shall not disclose or disseminate the Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under the Contract Agreement.

- (ii) The term "Confidential Information", as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the Receiving Party from any source or that may be developed for the Disclosing Party as a result of the Contract Agreement.
- (iii) The provisions respecting confidentiality shall not apply to the extent, but only to the extent, that the information or document is: (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).
- (iv) The obligations under this clause shall survive for three years from termination or expiration of this Contract.
- (v) The work order/contract with the user department may define more stringent confidentiality obligations depending on the nature of information / data being shared. In such an event, the more stringent obligations shall prevail.

23. Intellectual Property Rights

- a) Subject to the other provisions contained in this Clause, the hired Agency shall agree that all deliverables created or developed by the selected agency, specifically for the DoT, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of the DoT.

- b) The DoT shall acknowledge that:
- (i) In performing services under the Contract, the selected bidder may selected bidder's 's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the selected bidder prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, ("the selected agency's Pre-Existing IP").
 - (ii) Notwithstanding anything to the contrary contained in the Contract, the selected bidder shall continue to retain all the ownership, the rights title and interests on all the selected bidder's Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the selected bidder from using the selected bidder's Pre-Existing IP in any manner.
 - (iii) If any of the selected bidder's Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under the Contract, the selected bidder hereby grants to the User Department/ DoT non-exclusive, perpetual, royalty free, fully paid up, irrevocable license of the deliverables with the right to sublicense through multiple Categories, to use, copy, install, perform, display, modify and create derivative works of any such deliverables and only as part of the deliverables in which they are incorporated or embedded.
 - (iv) DoT being the owner of all the IPs created in the deliverables, except the Pre Existing IPs of the selected bidder used in the development and deployment, shall have exclusive rights to use, copy, license, sell, transfer, share, deploy, develop, modify or any such act that the user department/ DoT may require or find necessary for its purpose, The IP rights of the DoT shall indefinitely subsist or continue in all future derivatives of the deliverables.
 - (v) The selected bidder shall have no claims whatsoever on the deliverables and all the IPs created in deliverables or in course of development of the applications except its Pre-Existing IPs for which it shall grant all authorizations to the User department/ DoT for use as detailed in the Clause(c) above.
 - (vi) Except as specifically and to the extent permitted by the hired Selected agency, the DoT will not engage in reverse compilation or in any other way arrive at or attempt to arrive at the source code of the selected bidder's Pre-Existing IP, or separate selected bidder's

Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others.

- (vii) The DoT shall warrant that the materials provided by the DoT to selected bidder's for use during development or deployment of the application shall be duly owned or licensed by the DoT.

24. INTEGRITY PACT

- (i) As per Central Vigilance Commission (CVC) guidelines issued vide circular no. 02/1/2017 dated 13.01.2017 and amendment issued from time to time an Integrity Pact should be signed between the prospective vendor and the DoT.
- (ii) Apart from the terms and conditions stipulated herein above, all the terms and conditions stipulated in the RFP Document No. 8-1/2024-MD shall ipso facto be applicable.

Annexure-I: FORMAT OF RFP/ TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:.....

To,
DDG (Media), DoT,
Sanchar Bhawan, New Delhi-110 001

Sub: Acceptance of Terms & Conditions of RFP for hiring a professional agency registered on GeM for Providing Services for Social Media Strategy Management & Execution for DoT

RFP/ Tender Reference No:

Name of Tender / Work:

Dear Sir,

1. I/ We have downloaded/ obtained the RFP/ tender document(s) for the above mentioned 'Tender/ Work' from the web site(s), namely:.....

2. I / We hereby certify that I / we have read the entire terms and conditions of the RFP documents and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

6. As part of this bid, we are submitting the documents related to the technical and commercial bids, as mentioned in Annexure-II and Annexure-III respectively.

Name of the Bidder:

Authorized Signatory: Name:

Seal:

Place:

Annexure-II Format of Technical Bid

(To be given on Company Letter Head)

Date:.....

To,
DDG (Media), DoT,
Sanchar Bhawan, New Delhi-110 001

Sub: Technical bid for RFP for hiring a professional agency registered on GeM for Providing Services for Social Media Strategy Management & Execution for DoT

RFP/ Tender Reference No:

Name of Tender / Work:

Dear Sir,

In response to RFP no....., we are submitting our technical bid comprising following documents:

| Details | Annexure |
|---|------------|
| List to the documents submitted | Annexure A |
| Details of EMD (Scanned copy of DD) | Annexure B |
| Certificate of Incorporation, Copy of Registration Certificate(s), Copy of GST registration, Copy of PAN Details of Technical Resources | Annexure C |
| Average Annual Turn Over of India Operations in Last 3 Years i.e. 2021-22, 2022-23, 2023-24 | Annexure D |
| Copy of letter from organization HR regarding Manpower | Annexure E |
| Bidder's Organization and Similar Past Experience | Annexure F |
| Copy of Udyami certificate/ Start up certificate | Annexure G |
| Self-Declaration for not being blacklisted by and Government Entity | Annexure H |
| Performance Bank Guarantee | Annexure J |
| Pre Contract Integrity pact | Annexure K |
| Confidentiality and Non Disclosure Agreement | Annexure L |

Name of the Bidder:

Authorized Signatory:

Name:

Seal:

Place:

Annexure- III Format of Commercial Bid

To,
DDG (Media), DoT,
Sanchar Bhawan, New Delhi-110 001

Sub: Commercial bid for RFP for hiring a professional agency registered on GeM for Providing Services for Social Media Strategy Management & Execution for DoT

RFP/ Tender Reference No:

Name of Tender / Work:

Dear Sir,

In response to RFP no....., we are submitting our commercial bid as below:

| S.No | Description of Work/Item | Quantity (A) | Unit Rate (Monthly) (B) | Total Monthly Rate C= (AxB) |
|---|---|-------------------------|--|--|
| 1. | Social Media Executive / Social Media Management Expert | 1 | | |
| 2. | Content Writer | 3 | | |
| 3. | Graphic Designer | 3 | | |
| 4. | Video Editor | 3 | | |
| 5. | Social Media research, cum social media listening Expert | 3 | | |
| 6. | Social Media Analyst | 3 | | |
| 7. | Grievance Redressal and Ticket Management Support | 3 | | |
| 8. | PR Experts | 2 | | |
| 9. | Photo cum Videographer | 1 | | |
| Total Monthly Retainership Amount :(Sum of amount in Column C)= Rs. | | | | |
| (In Figures:_____) | | | | |

Total Cost of Financial Proposal (Excluding GST) for a period of 24 Months(Dx24) = Rs.

(In Figures:)

Note:

All the proposed quotations should be exclusive of GST

Note:

- i. GST extra, as applicable.**
- ii. For Financial Evaluation, the “Total Cost of Financial Proposal (Excluding GST)” will be considered. This fixed amount should cover costs/ expenses of the bidder for undertaking work as detailed in the Scope of Work.**

Name of the Bidder:

Authorized Signatory:

Name:

Seal:

Place:

Annexure-B Details of EMD

(Scanned copy of DD)

**Annexure-C: Certificate of Incorporation, Copy of Registration Certificate(s),
Copy of GST registration, Copy of PAN Details of Technical Resources**

Annexure-D: Average Turnover

Date:

To,
DDG (Media), DoT,
Sanchar Bhawan, New Delhi-110 001

Sub: Average turnover details required for RFP for hiring a professional agency registered on GeM for Providing Services for Social Media Strategy Management & Execution for DoT

RFP/ Tender Reference No:

Name of Tender / Work:

Dear Sir,

In response to the RFP....., Annual Average Turnover from India operations for the last three (3) years ending 31st March 2024 are as below:

| Name of the firm | Financial Year | Amount (in Crs) * | Average turnover for last 3 years (in Crs) |
|-------------------------|-----------------------|------------------------------|---|
| | 2021-22 | | |
| | 2022-23 | | |
| | 2023-24 | | |

(Please attach supporting Certificate from Auditors/ CA firm/ Audited Financial Statements for last 3 financial years (FY2021-22, 2022-23,2023-24).

Thanking you,

Name of the Bidder:

Authorized Signatory:

Name:

Seal:

Place:

Annexure-E: Details of Technical Manpower

Date

To,
DDG (Media), DoT,
Sanchar Bhawan, New Delhi-110 001

Sub: Resource details for RFP for hiring a professional agency registered on GeM for Providing Services for Social Media Strategy Management & Execution for DoT

RFP/ Tender Reference No:

Name of Tender / Work:

Dear Sir,

In response to the RFP....., please find attached the “self-certified declaration” mentioning the total employee strength of the firm in the specified category. Further we are attaching Curriculum Vitae (CV) for proposed total 22 Professional Resource.

Thanking you,

Name of the Bidder:

Authorized Signatory:

Name:

Seal:

Place:

Attached:

1. “self-certified declaration” mentioning the total employee strength
2. **Detailed CV of proposed resources(*Separate sheet for each proposed resource in following format*)**

CV Format :

1. Proposed position
2. Name of resource [Insert full name]:
3. Date of Birth: Nationality: _
4. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

| Degree | University / Institution | Year | Percentage of marks obtained |
|--------|--------------------------|------|------------------------------|
|--------|--------------------------|------|------------------------------|

| | | | |
|--|--|--|--|
| | | | |
| | | | |

Content Writer 1

Educational Qualification

| Degree | University / Institution | Year | Percentage of marks obtained |
|---------------|---------------------------------|-------------|-------------------------------------|
| | | | |
| | | | |

Educational Qualification

5. Membership of professional associations:

6. Other training [Indicate significant training since degrees under 5 - Education were obtained]:

| From [Year] | To [Year] | Number of years | Employer | Positions held | Type of work experience |
|--------------------|------------------|------------------------|-----------------|-----------------------|--------------------------------|
| | | | | | |
| | | | | | |

7. Countries of work experience: [List countries where staff has worked in the last ten years]:

8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]

| Language | Speaking | Reading | Writing |
|-----------------|-----------------|----------------|----------------|
| | | | |
| | | | |

9. Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:

10. Work undertaken that best illustrates capability to handle the tasks assigned.

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point]

11.

| | |
|-------------------------------|--|
| Name of assignment or project | |
| Year | |
| Location | |
| Client | |
| Main Project Feature | |
| Positions Held | |
| Activities Performed | |

Annexure F: Bidder's Experience

Date

To,
DDG (Media), DoT,
Sanchar Bhawan, New Delhi-110 001

Sub: Work experience details required for RFP for hiring a professional agency registered on GeM for Providing Services for Social Media Strategy Management & Execution for DoT

RFP/ Tender Reference No:

Name of Tender / Work:

Dear Sir,

In response to the RFP, details of experience are as below.

Bidder 's Experience

[Using the format below, provide summary information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association with a revenue share of more than Rs. 25 lakhs of the legal entity submitting the bid for this RFP, for carrying out IEC services similar to the ones requested under this assignment]

| Client Name | Duration (Period) Start date (month/year): Completion date (month/year): | Amount in Rs | Brief of the work | No of professional staff-months provided by | List of Supporting Document attached |
|--------------------|---|---------------------|--------------------------|--|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

2.Supporting copies of Work Orders, Work Completion Certificates/ Phase Completion Certificates with Contract copy of invoices are enclosed.

Thanking you,

Name of the Bidder:

Authorized Signatory:

Name:

Seal:

Place:

Annexure-G: Copy of Udyami certificate/ Start up certificate

Annexure-H: Non-Blacklisting Certificate

Date

To,
DDG (Media), DoT,
Sanchar Bhawan, New Delhi-110 001

Sub: Non-Blacklisting certificate for RFP for hiring a professional agency registered on GeM for Providing Services for Social Media Strategy Management & Execution for DoT

RFP/ Tender Reference No:

Name of Tender / Work:

Dear Sir,

In reference to RFP no....., I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

I/We M/s..... hereby declare that the firm is not under liquidation; bankrupt; court receivership or other similar proceedings.

Thanking you,

Name of the Bidder:

Authorized Signatory:

Name:

Seal:

Place:

Annexure J: Format of Performance Bank Guarantee (PBG)

To,
Pay & Accounts Officer,
Department of Telecommunication (DoT) (HQ),
Ministry of Communications
Sanchar Bhawan, 20 Ashoka Road
New Delhi-110011

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFP Number >>for Selection of agency to undertake event management for DoT. (Hereinafter called "the Bid") to DoT (hereinafter called 'the Purchaser').

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "The Bank") are bound unto the Purchaser in the sum of INR<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchase, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>. The conditions of these obligation are:

- (i) If the Bidder having its bid withdrawn during the period of bid validity specified by the Purchaser in the RFP; or
- (ii) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

- Withdraws his participation from the bid during the period of validity of bid document; or
- Fails or refuses to participate in the subsequent Tender process after having been shortlisted.
- We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof shall reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- (i) Our liability under this Bank Guarantee shall not exceed INR<<Amount in figures>> (Rupees<<Amount in words>> only)

(ii) This Bank Guarantee shall be valid up to<<insert date>>)

(iii) It is condition of our liability for payment of the guaranteed amount or any part there of arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Annexure- K: PRE-CONTRACT INTEGRITY PACT

(If stipulated in TIS, ref Claus 8.2.1 of I TB)

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Tender Document No. Tend No./xxx; Tender Title: Non-consultancy Services

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202__ at _____, India.

BETWEEN

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

AND

M/ s. (hereinafter called the “The Bidder/

Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

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

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

Section 1 – Commitments of the ‘The Principal’

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

a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s)

confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal shall exclude from the process all known prejudiced persons.

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

Section 2- Commitments of the 'Bidder/Contractor'

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

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

b. entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

c. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.

d. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

e. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian f.

f. Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.

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

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

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

Section 3-Disqualification from tender process and exclusion from future contracts

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

Section 4- Compensation and Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

Section 7- Criminal Charges against violating Bidders (s) Contractor (s) Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

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

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

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

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

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

(6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this,

the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

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

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

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

Section 9- Pact Duration

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

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

Section 10- Other provisions

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

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

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

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

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

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

For and on behalf of the Principal (Name of the Officer and Designation) (Office Seal)

For and on behalf of 'Bidder/ Contractor.' (Name of the Officer and Designation)
(Office Seal)

For and on behalf of the Principal

Place

Date

Witness

1:

(Name & Address)

Witness

2:

(Name & Address)

Appendix to Integrity Pact

Guidelines for Indian Agents of Foreign Suppliers

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with 'The Principal' shall apply for registration in the registration form with the appropriate unit.

1.1 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender. Any commission/ remuneration/ salary/ retainership, which the agent or associate receives in India or abroad from the Principal, whether should be brought on record in the Agreement and be made explicit.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary, or a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order. 2.0 Disclosure of particulars of agents/ representatives in India, if any.

2.1 Bidders of Foreign nationality shall furnish the following details in their offers:

2.1.1 The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the agents/ representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is an existing Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India. 2.1.3 Confirmation of Bidder that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by 'The Principal' in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers: 2.2.1 The 'Bidder/ Contractor' of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing the agent specifically to make an offer in India in response to tender either directly or through the agents/ representatives.

2.2.2 The amount of commission/ remuneration included in the price (s) quoted by Bidder for himself.

2.2.3 Confirmation of the foreign principals of Bidder that the commission/ remuneration, if any, reserved for Bidder in the quoted price(s), may be paid by 'The Principal' in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Services.

2.3 In either case, in the event of contract materializing, the terms of payment shall provide for payment of the commission/ remuneration, if any, payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in clauses above shall render the concerned bid liable to rejection or, in the event of a contract materializing, the same liable to termination by 'The Principal'. Besides this, there would be a penalty of banning business dealings with 'The Principal' or damage or payment of a named sum.

Annexure-L : CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and executed at on this the day of , 2024 (hereinafter referred to as the "Effective Date").

BY AND BETWEEN

The President of India acting through Shri. (Officer Name), DEPARTMENT OF TELECOMMUNICATION, Sanchar Bhawan, Ashoka Road, New Delhi-110001 (hereinafter referred to as 'DEPARTMENT OF TELECOMMUNICATION' or 'DoT' or (Designation), DEPARTMENT OF TELECOMMUNICATION') of the First Part;

And

The <<insert office name/official name>> <<acting through his/her duly authorized representative>> <<insert designation>>, a [Company] / [partnership firm] validly incorporated/ organized and registered under the laws of India with its [registered/ corporate/ head office] situated at [] and acting through its authorized representative [Name of representative] ____, contracted for the purpose of ____ Vide contracted for the purpose of _____Vide contract/ MoU reference dated _____

OR

<<name of the contractual employee., S/O _____resident of _____having Unique Identifier No. _____contracted as_____<< insert job role>> for the period from_____ to_____vide contract/ offer letter No. _____dated_____ (delete the nonapplicable part) (hereinafter referred to as the "Recipient", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators, employees, consultants and permitted assigns) party of the Second Part.

DoT and the Recipient shall hereinafter be individually referred to as "Party" and collectively as "Parties"

WHEREAS:

1. DoT has engaged the Recipient for Printing services and pre-mailing services.
2. The Recipient had represented to DoT that it has the requisite professional and technical skills to provide the Services.
3. The Recipient shall be involved in provision of the Services to DoT and would therefore have access to certain information, documents, etc. provided by DoT or otherwise. Further, Recipient hereby expressly admits that he has gone through the

Information Security Management Policy of DoT and other policies governing cyber security and undertakes to abide by the provisions contained therein.

4. The Recipient acknowledges that during the course of provision of Services by the Recipient, there shall be exchange of information, discussions, deliberations, negotiations, etc. amongst the Parties and in performance of their obligations mentioned herein, there will be significant flow of ideas, information, strategy, technical data/ information from the DoT to the Recipient. The Recipient agrees that any information disclosed to the Recipient by DoT or acquired by the Recipient during such course will be used exclusively for the knowledge of the Recipient and shall not be divulged to any third party and/ or not utilized for any purpose other than for which it was disclosed without the prior written consent of DoT.

5. DoT and the Recipient have agreed to enter into and execute this Agreement on the terms and conditions set forth herein below. Recipient hereby agrees and undertakes that any sub-contracting of the services (governed by this agreement) shall only be with prior and express written permission of the DoT and that the Recipient shall execute a separate Confidentiality and NonDisclosure Agreement with the firm/ all the employees involved in the subcontracted delivery of Services under this Agreement. NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

6. “Confidential Information” shall mean all confidential and proprietary information (whether in written, oral, electronic or other format) of DoT which includes but is not limited to: all Confidential information relating to the organization, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning DoT. Any and all information thereof in relation to the project or transaction contemplated by this Agreement, additions thereto and materials related thereto, produced at any time by the DoT.

6.1 All other information and material of DoT relating to method of development/ deployment, construction, manufacturing, operation, size, specification, quantity, use and service of equipment and components supplied to or used by DoT , intellectual property including, but not limited to reports, process data, test data, performance data, inventions, trade secrets, systems software, object codes, source codes, copyrighted matters, methods, drawings, computation, calculations, computer program narration, flow charts, and all documentation therefore and all the components which might form part of confidential information and might be disclosed.

6.2 Any other information provided by DoT to the Recipient or procured by the Recipient from DoT shall be treated as Confidential Information under this clause irrespective of the fact whether the same is designated or earmarked as “Confidential”/ “Restricted” etc. or not by DoT; or even if the same is unclassified.

6.3 Confidential Information may also include the Personal and Sensitive Personal Data of DoT's/ other DoT clients, licensors, alliances, contractors and advisors.

7. "Personal Data" shall mean any data/ information that relates to a natural person which directly or indirectly, in combination with other information available or likely to be available with, is capable of identifying such natural person and

8. "Sensitive Personal Data" shall mean personal data revealing, related to, or constituting, as may be applicable- (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe; (xii) religious or political belief or affiliation; or (xiii) any other category of data as per applicable laws of India as amended from time to time.

9. Unless otherwise specified by DoT, following shall not be deemed to be a Confidential Information under this Agreement and Recipient shall have no obligation with respect to any such information which

9.1 was generally known to the public prior to the disclosure under this Agreement, provided the same is declared to be in the public domain by DoT at the time of receipt of such information; or

9.2 is already known to Recipient prior to the execution of this Agreement as demonstrated/ proven by the Recipient to DoT; or

9.3 is approved for release by written authorization of DoT; or

9.4 is disclosed pursuant to the lawful requirement or request of a Governmental agency, or disclosure is required by operation of law provided the Recipient gives DoT prompt notice and assists DoT, in obtaining an applicable protective order.

10. Non- Disclosure Covenant: Except as otherwise provided in this Agreement, the Recipient hereby agrees that in respect of all Confidential Information received from DoT by way of non-disclosure pursuant to this Agreement, the Recipient shall:-

10.1 keep such Confidential Information absolutely secret and in confidence and treat such Confidential Information and apply the same standard of duty and care as; the Recipient accords to their own Confidential Information;

10.2 only use Confidential Information for the permitted purpose as contemplated under this Agreement;

10.3 not disclose in any manner whatsoever any Confidential Information to anyone except those of its directors, officers:-

10.4 who need such information for the permitted purpose under this Agreement; and/or 10.5. are informed of the proprietary and confidential nature of the Information; and/or

10.5 are informed of the proprietary and confidential nature of the Information; and/or

10.6 come under the purview of this Agreement by virtue of the Recipient's acceptance same.

10.7 not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties pursuant to this Agreement to a third party.

11. the non-disclosure obligation of the Recipient under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by DoT after the expiry of the Contract for services <>, the Recipient agrees that all conditions and obligations imposed under this Agreement apply during the time that the Recipient has access to Confidential Information and at all times thereafter.

12. The Recipient further agrees not to divulge any Confidential Information or not to do any act or divulge any information of any nature whatsoever which shall be prejudicial to the safety or interests of DoT or the Government of India including but not limited to those mentioned herein below: -

12.1 make any sketch, plan, model, or note using the Information provided by DoT which might be, directly or indirectly, useful to any third party;

12.2 obtain, collect, record or publish or communicate to any other person any secret / official code or password, or any sketch, plan, model, or note or other document or information which might be, directly or indirectly, useful to any third party or which relates to a matter of disclosure of which is likely to affect the sovereignty, integrity or security of India or friendly relations with foreign States using the Information provided by DoT.

13. As regards the Confidential Information and acts or information as mentioned in Clause 9 above, the Recipient hereby agrees that the Recipient shall not:

13.1 communicate the Confidential Information, code or password, sketch, plan, model, article, note, document or information to any person unless authorized in writing by DoT; or

13.2 retain any Confidential Information, code or password, sketch, plan, model, article, note, document in its possession or control when it has no right to retain it, or fails to comply with all directions issued by DoT with regard to return or disposal thereof; or

13.3 fail to take reasonable care of, or so conduct itself so as to endanger the safety of the Confidential Information, sketch, plan, model, note, document, official code, password or information provided by DoT.

14. Other obligations of the Recipient:

The Recipient hereby acknowledges that as a result of its access to the Confidential Information, it will occupy a position of trust and confidence and maintain the confidentiality of all the Confidential information shared by DoT and without limitation of the foregoing, the Recipient agrees not to do the following:

14.1 Communicate or disclose, directly or indirectly, any of the Confidential Information, in full or part thereof to a third party, or

14.2 Take any other action which may lead to breach of the confidential and propriety nature of such Confidential Information provided by DoT.

14.3 The Recipient shall take reasonable steps to maintain the security and confidentiality of the Confidential Information and take reasonable steps to cause its conduct to comply with the Agreement, as fully as if such persons had executed this Agreement and made the same Agreement as to themselves with respect to the Confidential Information as is made herein by the Recipient.

14.4 The Recipient acknowledges that such Confidential Information provided by DoT shall remain the property of DoT and that the disclosure and/or provision of Confidential Information by DoT is solely for the purposes as stipulated by DoT and shall not be used directly or indirectly to gain a competitive advantage over or negatively affect DoT.

14.5 The Recipient acknowledges and agrees that it shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his own or any other purpose, any of the Confidential Information provided by DoT that is or may be revealed to him by DoT unless specifically authorized to do so in writing by DoT.

14.6 The Recipient acknowledges that any and all the Confidential Information that may be disclosed by DoT under this Agreement is the valuable property of DoT and is highly proprietary and confidential in nature. The Recipient further acknowledges that the disclosure, distribution, dissemination and/ or release of the Confidential Information by the Recipient without the prior written consent of DoT will cause DoT to suffer severe, immediate and irreparable damage. The Recipient agrees that in the event the Recipient does disclose, disseminate, distribute and/ or release the Confidential Information provided by DoT which comes into its possession or knowledge as a result of this Agreement, without the prior, written consent of DoT, then DoT shall be entitled to seek immediate injunctive relief as well as right to pursue any and all other rights and remedies available at law or in equity for such a breach in order to enforce the provisions of this Agreement.

14.7 The Recipient further agrees to take reasonable steps, no less rigorous than those taken to protect its own confidential and proprietary information to prevent any unauthorized/ inadvertent disclosure of the Confidential Information. The Recipient agrees that upon termination of this Agreement, the

Recipient shall forthwith return to DoT and/or provide proof of destruction any and all Confidential Information or any other information as mentioned under the preceding Clauses of this Agreement and all components which and might form part of Confidential Information and might be disclosed.

14.8 The Recipient shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of DoT.

15. Penalty: It is agreed between the Parties that in the event of any breach or default or offence committed by the Recipient under this Agreement DoT shall be entitled to take appropriate legal action against the Recipient, both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information Technology Act, 2000, or any applicable laws prevalent in India or any other relevant statutory enactment or legislation in India. In such an eventuality, DoT further reserve its right to take any other appropriate action, in law or otherwise, against the Recipient, as it deems fit and necessary. The Recipient agrees that nothing in this Agreement constitutes a waiver by DoT of the right to prosecute the Recipient for any statutory violation.

16. Miscellaneous

16.1 Interpretation: The interpretation of DoT with respect to the provisions of this Agreement shall be accepted by the Recipient and if dissatisfied with the interpretation, the Recipient can make an appeal to the DoT. Any legal remedy available to the Recipient under the laws of India shall only be resorted to after all in-house mechanism of redressal at DoT has been exhausted.

16.2 Supersession: This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings pertaining to the confidentiality obligations of the Recipient.

16.3 Indemnification: The Recipient agrees to indemnify and hold DoT harmless for any cost, damage, losses, penalty and/or liability or claims incurred by or made against DoT due to any breach, nonobservance, failure or any other act leading to breach or omissions on part of the Recipient in the performance of this Agreement.

16.4. Amendments: The Agreement may be amended at any time by mutual agreement of the Parties in writing. No amendment, variation or modification of this Agreement shall be valid unless it is made in writing and signed by an authorized representative of each Party.

16.5 Severability: If any provision in this Agreement is held by a court or any competent authority to be void or unenforceable, then such provision shall be deemed to be severed, but the validity and enforceability of the remaining provisions shall not be affected, unless enforcement of this Agreement without

the invalidated provision shall be grossly inequitable under all of the circumstances or shall affect the primary purposes of this Agreement.

16.6 Waiver: The non- exercise of delay in exercising any power or right by DoT shall not operate as a waiver of its power or right. A waiver by a Party shall be valid only if such waiver of power or right is in writing and is signed by a duly authorized officer of such Party.

16.7 Relationship between the Parties: Each Party is an independent contractor and not an agent or a partner of, or joint venture with, the other Party for any purpose. Neither Party by virtue of this Agreement shall have any right, power of authority to act or create any obligation, express or implied, on behalf of the other Party.

17. Communication / Notices: Every notice, demand or other communication under this Agreement shall:

17.1. Be in writing, delivered by hand, or by registered AD post or Speed post AD or by fax number as notified by parties.

17.2. Be sent to the parties at their principal place of business in India or to such other address as either party may in writing hereafter notify to the other party.

17.3. Be deemed to have been received:

17.3.1 When delivered by hand; at the time so delivered if during business hours on a business day for the recipient;

17.3.2 If given by registered AD post or Speed post AD, 48 hours after it has been put into post, [To be confirmed] and

17.3.3 If sent by fax or electronic mail (E-mail), at the completion of transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to”

17.4 Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice; The sender is not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in legible form;

18. Governing Law and Dispute Resolution: This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and if a dispute arises in relation to the conduct of this Agreement (“Dispute”), the Parties shall submit their representations to Secretary (T), DoT whose decision shall be final and binding.

19. Successors and Assigns: The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

20. Language: All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

21. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set and subscribed their respective hands, the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of the President of India (DEPARTMENT OF TELECOMMUNICATION) represented by

Designation:

Name:

Date:

WITNESS:

1.

2.

SIGNED AND DELIVERED by and on behalf of

[Recipient]

Represented by its Authorized Signatory / by Recipient himself,

By: Mr./ Ms. (Officer Name) Designation:

Date:

WITNESSES:

1.

2.