

**ONLY FOR THE AGENCIES SHORTLISTED
DURING REOI PROCESS CARRIED OUT
THROUGH THE GeM BID No. GEM/2024/B/5391658
DATED 12-09-2024 (AS PER CLAUSE 2.4 OF THE
REOI DOCUMENT PUBLISHED AS PART OF THE
AFOREMENTIONED GeM BID DOCUMENT)**

Request for Proposal (RFP)

**Hiring an agency for Design, Development,
Implementation and Maintenance of Integrated
Dashboard**

**New Media Wing
Ministry of Information and Broadcasting
Government of India**

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A. REQUEST FOR PROPOSAL / TENDER DOCUMENT

Request for Proposals (RFP) for hiring of an agency to develop an Integrated Dashboard powered by Artificial Intelligence (AI) and Machine Learning (ML) technologies. The dashboard aims to analyse recent news stories and provide analytics based reports and insights for implementing corrective measures and devising citizen-oriented communication strategies.

1. The New Media Wing (NMW), Ministry of Information and Broadcasting, invites bids from agencies to develop an Integrated Dashboard, an Artificial Intelligence/Machine Learning (AI/ML) powered solution. The dashboard will analyse recent news stories, leveraging AI and ML algorithms to forecast emerging trends. Prospective bidders/agencies are advised to thoroughly review this RFP document before submitting proposals. Submission of proposals implies full comprehension of the document's terms, conditions, and implications.

2. The Technical Bid and Financial Bid must be submitted digitally in separate files, clearly labelled with the Title, RFP number, and the Date of Bid Opening.

3. The Earnest Money Deposit (EMD) and eligibility documents should be scanned and enclosed as part of the digital submission.

4. All the electronic files should be compiled into a single folder, which should then be compressed into a Zip File or any other suitable format.

5. This RFP is issued without any financial obligations, and NMW retains the right to modify or amend any portion of it at any point. Furthermore, NMW reserves the right to withdraw the RFP at any stage.

6. All terms and conditions outlined in the tender application are mandatory for Bidders and must be adhered to.

B. FACT SHEET

S. No	Particular	Description
1.	Nature of work	Artificial Intelligence (AI) and Machine Learning (ML) based digital dashboard to forecast potential news trends based on an analysis of news stories from the past few months.
2.	Proposals invited by	Director General, New Media Wing, Ministry of Information & Broadcasting, Government of India
3.	Publishing Date	06.12.2024
4.	Pre-Bid Meeting	11.12.2024
5.	Bid Submission End Date	27.12.2024
6.	Technical Bid Opening Date	27.12.2024
7.	Technical Evaluation Presentation	02.01.2025
8.	Opening of Financial Bid	10.01.2025
9.	Websites for downloading RFP Document, Corrigenda, Addenda, etc.	https://gem.gov.in https://mib.gov.in
10.	Cost of RFP document	NIL
11.	Earnest Money Deposit (EMD)	₹20,00,000/- (Rupees Twenty Lakh Only) (Exempted for MSE - Section 3.8 as mentioned in Rule 170 of GFR, 2017)
12.	Period of Contract	4 years from the Contract Start Date (Extendable up to 1 more year)
13.	Performance Security	₹30,00,000/- (Rupees Thirty Lakh Only)
14.	Performance Security validity period	60 days beyond the date of completion of all Contractual obligations.

Notes:

1. The New Media Wing reserves the right to change any schedule of the bidding process.
2. The mode of submission of bids is online.
3. Any future corrigendum/ information shall be posted only on the website.

C. SECTION-I: INSTRUCTIONS TO BID PARTICIPANTS

1. Introduction

1.1. The **New Media Wing (NMW)** of the **Ministry of Information & Broadcasting** proposes to appoint an agency to develop an **Integrated Dashboard** (Project details specified in **Annexure-I & Annexure-II** i.e. **Project Document**).

1.2. The agency should be a well-established AI/ML-based web & mobile app design, development, implementation, and maintenance company with a proven track record of creating multiple AI/ML websites for the Union Government (Ministry/ Department/ PSUs/ Autonomous bodies).

1.3. The selected agency will have to design, develop, implement and launch the Phase-1 of the Dashboard for NMW within 45 days from the date of start of the contract and develop a Mobile App in the subsequent phase along with other features mentioned in the **Project Document** (Annexure-I). The agency will also maintain the Dashboard and Mobile App for a period of 4 years from the date of start of the contract.

1.4. The selected agency will be required to provide professional, objective, and impartial service at all times, hold the Ministry's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or its own corporate interests.

2. Instructions to Bidders

2.1. General

2.1.1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

2.1.2. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment based on this RFP.

2.1.3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NMW. Any notification of preferred bidder status by the NMW shall not give rise to any enforceable rights by the bidder. The NMW may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the NMW.

2.1.4. This RFP supersedes and replaces any previous public documentation & communication, and bidders should place no reliance on such communication.

2.2. Compliant Proposals / Completeness of Response

2.2.1. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with a full understanding of its implications.

2.2.2. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:

2.2.2.1. Include all documentation specified in this RFP.

2.2.2.2. Follow the format of this RFP and respond to each element in the order as set out in this RFP.

2.2.2.3. Comply with all requirements as set out within this RFP.

2.3. Code of Integrity

No official or procuring entity or bidder shall act in contravention of the codes which include:

2.3.1. Prohibition of:

2.3.1.1. Making an offer, solicitation or acceptance of a bribe, reward, gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

2.3.1.2. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

2.3.1.3. Any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness and progress of the procurement process.

2.3.1.4. Improper use of information provided by the procuring entity to the bidder with intent to gain an unfair advantage in the procurement process or for personal gain.

2.3.1.5. Any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.

2.3.1.6. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

2.3.1.7. Obstruction of any investigation or auditing of a procurement process.

2.3.1.8. Making false declarations or providing false documents for participation in a tender process or to secure a contract.

2.3.2. Disclosure of conflict of interest.

2.3.3. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (1) with any entity in any country during the last three years or of being debarred by any other procuring entity. In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, and may take appropriate measures.

2.4. Pre-bid Meeting

2.4.1. A pre-proposal meeting will be scheduled as per the details mentioned in the Fact Sheet of the RFP to clarify doubts of potential proposers in respect of the RFP.

2.4.2. The bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) as per Appendix 8 in Annexures in Excel format and in writing by email on or before the date and time mentioned for pre-bid meeting in the fact sheet. Only queries/clarifications submitted in writing will be considered.

2.4.3. NMW shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by NMW.

2.5. Responses to Pre-Bid Queries

NMW will endeavour to provide timely responses to all queries. However, NMW makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NMW undertake to answer all the queries that have been posed by these bidders.

2.6. Issue of Corrigendum

2.6.1. At any time prior to the last date for receipt of bids, NMW may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by a corrigendum.

2.6.2. The corrigendum (if any) and clarifications to the queries from all bidders will be posted on the NMW website. All future correspondence/corrigendum shall be published on the same website.

2.6.3. Any such corrigendum shall be deemed to be incorporated into this RFP.

2.6.4. To provide prospective bidders reasonable time for taking the corrigendum into account, the NMW may, at its discretion, extend the last date for the receipt of Proposals.

2.7. RFP Document Fees

The RFP document can be downloaded by the bidders from GeM-CPPP free of cost.

2.8. Earnest Money Deposit (EMD)/ Bid Security

2.8.1. Bidders shall submit Bid Security/ EMD amounting to ₹20,00,000 (Rupees Twenty Lakh Only), in the form of Demand Draft/Banker's Cheque or Fixed Deposit Receipt or Bank Guarantee acceptable to the Authority, from any of the Scheduled Banks only drawn in favour of "Pay and Accounts Officer (MS), Ministry of Information & Broadcasting" and payable at New Delhi.

2.8.2. A hard copy of the EMD will have to be submitted directly to the NMW at least 2 days in advance of the Technical Evaluation Presentation, failing which the bid will be treated as incomplete & will lead to rejection of the bid without any intimation to the seller.

2.8.3. The bid security should be valid for 90 days beyond the bid validity. No interest shall be payable upon the Bid Security/ EMD or any other amounts payable by the bidder to the NMW under the Contract.

2.8.4. **EMD EXEMPTION:** Agencies that furnish an MSME certificate with their bids shall be exempted from the payment of EMD as per the Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012.

2.8.5. The bidders seeking exemption of EMD should submit proof of exemption of EMD or an Earnest Money Deposit. In the absence of EMD or Proof of Exemption, the tender bid shall be rejected summarily.

2.8.6. The unsuccessful bidder's EMD will be released within thirty days of the award of the contract to the successful bidder.

2.8.7. The successful bidder's EMD will be released upon submission of the Performance Bank Guarantee.

2.8.8. The EMD amount is interest-free and will be refundable to the unsuccessful bidders without any accrued interest on it.

2.8.9. Proposals not accompanied by the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.

2.8.10. The EMD may be forfeited in case:

2.8.10.1. A bidder withdraws its bid during the period of bid validity.

2.8.10.2. A successful bidder fails to accept the contract awarded subsequently or fails to perform/deliver the services in accordance with this RFP.

2.8.10.3. The bidder is found to have indulged in any suppression of facts, furnishing of fraudulent statements, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.

2.8.10.4. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

2.9. Performance Bank Guarantee

2.9.1. On receipt of a Letter of offer of engagement from the NMW, the successful bidders will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) or DD from the scheduled bank, for the due performance and fulfilment of the contract by the selected proposer, equivalent to EMD amount, within 15 days from notification of engagement.

2.9.2. In case the successful bidder fails to submit the Performance Guarantee within the time stipulated, the NMW may at its sole discretion cancel the letter of intent/work order without giving any notice and encash the EMD furnished by the bidder, in addition to any other right available to it under this RFP.

2.9.3. The successful bidder shall ensure that the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.

2.9.4. The NMW may invoke the Performance Guarantee in the event of a material breach by the successful bidder leading to termination for material breach.

2.10. Submission of Proposals

Sealed Bids should be submitted on the GeM-CAPPP portal. **Tenders received after the due date and time will not be considered.** The Financial Bid, to be submitted digitally in separate files, should be duly stamped, and signed by the authorised signatory on all the pages.

2.10.1. The Technical Bid and Financial Bid must be submitted digitally in separate files, clearly labelled with the title, RFP number, and the Date of Bid Opening.

2.10.2. The Earnest Money Deposit (EMD) and eligibility documents should be scanned and enclosed as part of the digital submission.

2.10.3. All the electronic files should be compiled into a single folder, which should then be compressed into a Zip file or any other suitable format.

The bidder must ensure that the bid is duly signed by the Authorised Signatory of the bidding firm and duly submitted within the submission timelines. The NMW will in no case be responsible if the bid is not submitted within the specified timelines. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bidder's Proposal.

2.11. Bidder's Authorised Signatory

The Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the bidder stating that he is authorised to execute documents and to undertake any activity associated with the bidder's Proposal (As per Appendix-IX in annexures).

2.12. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of the proposal, in providing any additional information required by the NMW to facilitate the evaluation process, and all such activities related to the bid process. The NMW will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.13. Language

The Proposal should be filled by the bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in the English language is to be duly attested by the bidders. For purposes of Proposal evaluation, the English translation shall govern.

2.14. Deadline for Submission of Proposals

Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. NMW shall not be responsible for any delay in the submission of the documents.

2.15. Guarantee/ Warranty

All the hardware/equipment procured for the project will be under guarantee/warranty for a period of 60 months from the date of issue of installation certificate by NMW.

2.16. Performance Review

Monthly and Quarterly performance reviews to be carried out against the deliverables specified in the RFP and as communicated by the user Media Units from time to time.

3. Minimum Eligibility Criteria

3.1. The agency¹ should have a minimum of 5 years of similar experience for the **Union Government Ministry/Department/PSUs/Autonomous bodies or State Government or Private Sector of a value more than ₹50 lakh in a single Work Order.**

¹ Only the ones which have participated in the REOI process carried out through the GeM Bid No. GEM/2024/B/5391658 dated 12-09-2024 (as per clause 2.4 of the REOI document published as part of the aforementioned GeM bid document). Bids received from any other agencies shall be summarily rejected.

Copy of the Work Orders and Satisfactory Work Completion Certificate for this period will be required to be submitted to qualify.

3.2. The agency should have achieved a minimum average annual turnover of ₹32 crore during the last three financial years respectively. A **CA-certified certificate** should be enclosed stating the same. Relaxation may be given to Start-up agencies registered with DPIIT, Government of India and MSMEs as per government policy. Proof of registration with a DPIIT or MSME certificate must be submitted during the bidding process.

3.3. The bid participant should not have been blacklisted by any Government Ministry/Department. Self-declaration in this regard will also need to be submitted.

3.4. The bid participants are also required to furnish the following:

3.4.1. Certificate of Incorporation of company

3.4.2. Copy of PAN

3.4.3. Copy of GST Registration

3.4.4. Valid ISO and CMMi Level-3 certifications

3.5. The selected agency would be required to provide a qualified dashboard design, development and maintenance team, for undertaking the project. The agency is required to submit the CVs of the team members that will be deployed on-site to work on the project, for its entire duration without any midway changes in the team composition unless desired by NMW. For overall supervision, management, and implementation of the project, the agency would also have to assign **one Project/Tech Lead**.

3.6. The bid participant is also required to submit/upload copies of the **Project Document** (Annexure-I), **Bid Document** and respective **Corrigendum/ Addendum**, if any, duly signed and stamped by the authorised signatory (at your end), as a form of acceptance of all the Terms and Conditions of the RFP document.

3.7. The bid participant **not fulfilling** any one of the above-specified eligibility criteria and/or not submitting/uploading any one of the above-specified documents shall be **disqualified** and **not considered** for any further Technical/Financial Evaluation rounds.

4. Scope of Work and Deliverables

4.1. The scope of the project covers the Design, Development, Implementation and Maintenance of a responsive and bilingual **Dashboard** and **Mobile App** for NMW.

4.2. The detailed scope of work is provided in **Annexure-I** and **Annexure-II** i.e. **Project Document**.

5. Documents Needed as Part of:

5.1. Technical Proposal

5.1.1. **Three sample designs** for the **Dashboard** and **three sample designs** for the **Mobile App** must be provided. Each design option/template must include the design for the homepage as well as the inner pages of the proposed Dashboard and Mobile App. Sample designs supplied with technical proposals are for evaluation purposes only. The selected agency, upon receiving the work order, will need to supply FRESH design options for the Dashboard as well as the Mobile App in discussion with NMW. NMW reserves the right to finalise the Dashboard and Mobile App design in consultation with the selected agency. Dashboard and Mobile App development will start only after NMW approves the design of the Dashboard and Mobile App.

5.1.2. Comprehensive details and layout/design of the proposed **Dashboard** and its **features and functionalities**.

5.1.3. Details of the present clientele and projects of comparable nature and stature (including all the Union Government clients/projects).

5.1.4. The **detailed CVs** of the members of the team proposed for the design, development, implementation and maintenance of the Dashboard and Mobile App (along with Self-declaration/Attestation of all the details specified therein).

5.2. Financial Proposal

5.2.1. Financial Bid/Total cost should include the following in clear and unambiguous terms:

5.2.1.1. Cost for **Design, Development, Implementation, and Launch** of the **Dashboard**.

5.2.1.2. Cost for **Design, Development, Implementation, and Launch** of the **Mobile App**.

5.2.1.3. Cost for **Maintenance, operation & upgradation** of the **Dashboard** for a period of **4 years** from the date of start of the contract.

5.2.1.4. Cost for **Maintenance, operation & upgradation** of **Mobile App** for a period of extending till the end date of the contract.

5.2.1.5. No hidden costs or conditions will be accepted.

6. Time Frame and Payment Terms

The time frame for the study of dashboards, creating fresh designs and getting approval of NMW, web development, security audit clearance, arranging the services of Meghraj Cloud

(NIC), STQC certification for GIGW compliance and launching/Go-live will be 45 days from the date of award of the contract. The timelines and payment terms are as mentioned below:

S. No.	Milestone	Time Frame	Payment (in % terms)
1	Design, Development, Implementation & Launch of Dashboard	45 days from the date of start of the contract	20% of the total project cost will be paid upon the successful launch of the Dashboard
2	Launch of Integrated Dashboard 2.0 (Next Phase)	4 months from the date of start of the contract	10% of the total project cost will be paid upon the successful launch of this version
3	Design, Development, Implementation & launch of Mobile App	The development of the mobile app to start after 4 months of date of the start of the contract, giving a sufficient foundation of Website setup to work upon. The time frame to deliver the mobile app is 45 days i.e 5 months and 15 days after the date of start of the contract	10% of the total project cost will be paid upon the successful launch of the Mobile App
4	Maintenance, operation and upgradation of the Dashboard and Mobile App for a period of four years from the date of start of the contract	4 years	60% of the total project cost, which will be equally divided into 6 parts spread over 42 months, i.e. 10% of the total project cost as a payment to be released after every 7 months. These periodical payments will start after 6 months of start of the contract and go till the end of contract.

7. Quality & Cost-Based Selection (QCBS) - Evaluation Methodology for Selecting the Agency

7.1. Bid Evaluation Process Overview

7.1.1. For evaluation, the QCBS system will be followed. After checking the eligibility of the bidders (as per the Minimum Eligibility Criteria), the Technical bids of the qualified bidders will be opened and evaluated. Only the eligible participating bidders will be invited for a presentation of the technical proposals. The **tentative date** for the presentation would be **January 02, 2025** (any change regarding the same will be intimated through email/phone).

7.1.2. Bidders will need to present the functionalities of the proposed Dashboard and Mobile App illustrating their depth of understanding of the project. The participating bidders will need to present at least three design options/templates for the Dashboard and at least

three separate design options/templates for the Mobile App. Design options must include the design of the homepage and the inner pages of the Dashboard and Mobile App.

7.1.3. It is clarified that only those prospective bidders scoring a **minimum of 60% and above** in the Technical Evaluation (as per the Technical Evaluation criteria tabled below) will be deemed to qualify for the second stage of the bid evaluation, i.e. Financial Evaluation.

7.2. Technical Evaluation Criteria

S. No.	Evaluation Criteria	Minimum Marks Required	Maximum Score	Supporting documents
1	<p>Presentation showcasing:</p> <ul style="list-style-type: none"> ● Detailed understanding of the project - Features, Functionalities, & Components (10 marks) ● Proposed methodology and plan of execution (6 marks) ● Similar projects undertaken (4 marks) 	14	20	<p>Presentation (PPT/PDF) to be submitted alongside other documents</p> <p>Work order/completion certificates to be submitted for sub-point 3 i.e Similar projects undertaken</p>
2	Proposed Design (at least 3 design options for the homepage and inner pages):			
2 (a)	<p>Dashboard Design (at least 3 design options for the dashboard)</p> <ul style="list-style-type: none"> ● Presentation Quality and overall aesthetics of the template (6 marks) ● Integration of features of the project on the website template (6 marks) ● Layout (4.5 marks) ● Technology used (4.5 marks) 	12	21	<p>Presentation (PPT/PDF) to be submitted alongside other documents</p>
2 (b)	<p>Mobile App Design (at least 3 design options for the proposed Mobile App)</p> <ul style="list-style-type: none"> ● Presentation Quality and overall aesthetics of the template (6 marks) ● Integration of features of the project on the mobile app template (6 marks) ● Layout (4.5 marks) ● Technology used (4.5 marks) 	12	21	<p>Presentation (PPT/PDF) to be submitted alongside other documents</p>

3	Proposed Content Management System: Features and Functionalities	5	8	Design Template for the same	
4	Work Experience of individual team members to be deployed on-site (experience in the field of web & mobile app development to be considered)	6	10	CVs of team members	
			< 3 years		0
			3 to 5 years		6
			>= 5 years		10
5	Agency Credentials	11	20		
5 (a)	Average Annual Turnover of last three Financial Years	6	< ₹32 crore	0	Certificate by a Chartered Accountant
			>= ₹32 crore and less than ₹64 crore	6	
			>= ₹64 crore and less than ₹100 crore	8	
			>= ₹100 crore	10	
5 (b)	Similar experience for the Union Government Ministry /Department/ PSUs/Autonomous bodies or State Government or Private Sector of a value more than ₹50 lakh in a single Work Order.	2.5	< 3 projects	0	Work Order/ Completion/ Service Certificate
			3-5 projects	2.5	
			> 5 projects	5	
5 (c)	ISO and CMMi certification	2.5	No ISO 9001:2015 or No CMMi Certificate or CMMi Level-1 or CMMi Level-2	0	Certificate issued by competent authority
			ISO 9001:2015 & CMMi Level-3	2.5	
			ISO 9001:2015 & CMMi Level-4	3.5	
			ISO 9001:2015 & CMMi Level-5	5	

7.2.1. The Financial Bid of only those bidders, who obtain a **minimum score of 60 marks** as per the above specified Technical Evaluation Parameters, will be opened.

7.2.2. The **Technical Score (TS)** of the Bidder getting the highest marks will be treated as 70, and those of the others will be arrived at proportionately, using the formula:

7.2.3. **TS = (T/T_{max}) x 70**, where **T_{max}** is the **highest score** secured in the Technical Evaluation by one of the Bidders, and **T** is the **mark secured** by any given Bidder.

7.2.4. In this manner, each Bidder will be assigned a Technical Score (TS) out of 70.

7.3. Financial Evaluation

7.3.1. The Financial Bids of only those Bidders who have been found to be Qualified after Technical Evaluation (with 60 marks or more in the Technical Evaluation) by the Committee shall be opened.

7.3.2. The Financial Score (FS) of the Bidders would be normalised on a scale of 30, with the lowest quote getting a score of 30 and the rest being awarded on a pro-rata basis.

7.3.3. The Financial Bids of those Bidders who could not score a minimum of 60 marks during the Technical Evaluation, shall not be opened and evaluated.

7.3.4. The **Financial Score (FS)** out of 30 for each Bidder will be arrived at using the formula:

7.3.5. **FS = (P_{min}/P) x 30**, where **P_{min}** is the value of the lowest price quoted and **P** is the value of the **price quoted** by a given Bidder.

7.4. Final Evaluation

7.4.1. This bid, based on Quality-cum-Cost-Based-Selection (QCBS), with quality and integrity of the examination process being paramount, shall be evaluated on a **70:30 basis**. This means **70% weightage** will be given to the **Technical Bid** and **30% weightage** will be given to the **Financial Bid**.

7.4.1.1. The **Total Score (S)** for a Bidder (out of 100) = **TS + FS**.

7.4.1.2. The Bidder with the **Highest Total Score** will be awarded the contract, subject to other Terms and Conditions of the bidding process.

8. General Terms and Conditions of Tender & Contract

8.1. General Provisions

8.1.1. Definitions

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

8.1.1.1. ‘Applicable Law’ means the laws and any other instruments having the force of law in India for the time being.

8.1.1.2. ‘Selected agency’ means the qualified agencies selected on the basis of the bid response to undertake the ‘engagement of Agency to Develop an Integrated Dashboard’.

8.1.1.3. ‘Contract’ means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

8.1.1.4. ‘Contract Price’ means the price to be paid for the performance of the Services, in accordance with Clause 6;

8.1.1.5. ‘Party’ means the Client or the Selected agencies, as the case may be, and Parties means both of them;

8.1.1.6. ‘SC’ means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

8.1.1.7. ‘Services’ means work to be performed by the Selected agencies pursuant to this Contract.

8.1.2. Law Governing the Contract

8.1.2.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Law of contract, supplemented by general conditions and special conditions annexed to this contract.

8.1.3. Language

8.1.3.1. This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

8.1.4. Notices

8.1.4.1. Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the address specified in the SC.

8.1.5. Location

8.1.5.1. The Services shall be performed at such locations as are specified in the RFP document and, where the location of a particular task is not so specified, at such locations, as the Client may approve.

8.1.6. Authorised Representatives

8.1.6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Selected agencies may be taken or executed by the officials specified in the SC.

8.1.7. Taxes and Duties

8.1.7.1. Unless otherwise specified in the SC, the Selected agencies and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

9. Commencement, Completion, Modification and Termination of Contract

9.1. Effectiveness and Period of Contract

The Contract shall become effective from the Contract Start Date as communicated while awarding the Contract through GeM/CPPP and shall remain valid for a period of 4 years from the Contract Start Date, extendable for a further period of 1 year.

9.2. Commencement of Services

The Agency shall begin carrying out the Services after the date the Contract becomes effective.

9.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 9.5, this Contract shall terminate with the completion of the service in terms of conditions of this agreement to the full satisfaction of the Client.

9.3.1. Modification

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

9.4. Force Majeure

9.4.1. Definition

For the purpose of this contract 'Force Majeure' means any event or circumstance or combination of events or circumstances beyond the reasonable control of either Party including:

9.4.1.1. Acts of God and nature including typhoon, flood, earthquake, fire, drought, landslide, unusually severe weather conditions or other natural disasters; and plague or epidemic or quarantine conditions arising therefrom;

9.4.1.2. Air crash, shipwreck, train wrecks or failures or delays of transportation;

9.4.1.3. Strikes, lock-outs, work-to-rule actions, go-slows or similar labour difficulties other than Governmental Force Majeure that in any way have an effect on the project;

9.4.2. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

9.4.3. Extension of Time

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

9.4.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, no additional payment will be given however a time extension in the project may be given.

9.5. Termination

9.5.1. By the Client

The Client may terminate this Contract, by not less than thirty (30) days of written notice of termination to the Selected agencies, to be given after the occurrence of any of the events specified in paragraphs (9.5.1.1.) through (9.5.1.1.) of this Clause 9.5.1 and sixty (60) days in the case of the event referred to in (9.5.1.5.):

9.5.1.1. if the Consultants do not perform their obligations under this Contract, within thirty (30) days of receipt after being notified;

9.5.1.2. if the Consultants become insolvent or bankrupt;

9.5.1.3. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

or

9.5.1.4. if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

‘Corrupt practice’ means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract.

9.5.1.5. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

9.5.2. By the Selected Agency

The Selected agencies may terminate this Contract, by not less than thirty (30) days of written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (9.5.2.1.) and (9.5.2.2.) of this Clause 9.5.2:

9.5.2.1. if the Client fails to pay any money due to the Selected agencies pursuant to this contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue;

or

9.5.2.2. if, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

9.5.3. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 9.5.1 or 9.5.2, the Client shall make the following payments to the Selected agency:

9.5.3.1. remuneration pursuant to Clause 9.3 for Services satisfactorily performed prior to the effective date of termination; except in the case of termination pursuant to paragraphs (9.5.1.1.) and (9.5.1.2.) of Clause 9.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, at the sole discretion of the Client.

9.5.4. Failure and Termination

In case of delay in the conduct of services within the time fixed or in the event of repudiation of the contract, the Client reserves the right to recover damage for Breach of contract as indicated below:

‘To recover from the Selected agencies as agreed liquidated damages as mentioned under Clause 14 - Liquidated Damages’.

10. Obligations of the Selected Agencies

10.1. General

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

10.2. **Conflict of Interests**

10.2.1. Selected agency Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Selected agency pursuant to Clause 6 shall constitute the Selected agencies sole remuneration in connection with this Contract or the Services, and the Selected agencies shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Selected agencies shall use their best efforts to ensure that the Personnel and agents, similarly shall not receive any such additional remuneration.

10.2.2. Selected agency and Affiliates not to be Otherwise Interested in the Project

The Selected Agency agrees that, during the term of this Contract and after its termination, the Selected Agency and their affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

10.2.3. Prohibition of Conflicting Activities

Neither the Selected agencies nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

10.2.3.1. during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;

or

10.2.3.2. after the termination of this Contract, such other activities as may be specified in the SC.

10.3. **Confidentiality**

The Selected Agency and the Personnel shall not, either during the term of the contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

10.4. **Insurance to be taken out by the Selected Agency**

The Selected Agency (a). shall take out and maintain, at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b). at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

10.5. **Selected Agency Actions Requiring Client's Prior Approval**

The Selected Agency shall obtain the Client's prior approval in writing before taking any of the following actions:

10.5.1. appointing such members of the Personnel not listed by name in the proposal submitted by the Agency.

10.5.2. any other action that may be specified in the SC.

10.6. Reporting Obligations

The Selected agencies shall submit to the Client the reports and documents specified in the RFP in the form, in the numbers, and within the periods set forth.

10.7. Transition Management

10.7.1. Post the contract period, the Selected Agency shall provide a smooth handover of all the knowledge material and assets to the Client at no transfer cost.

10.7.2. Post the contract period, the Selected Agency is expected to provide adequate knowledge transfer and training to the New Media Wing/ staff over a period of 30 days from the date of expiry of the contract.

10.8. Penalty Clause

10.8.1. In case of unsatisfactory services/work/accuracy of software as per technical specification mentioned in work order/RFP, the supplier/vendor will have to pay a penalty on pro-rata basis up to 5% of the total work order value for services/work/proposed software or part thereof.

11. Obligations of the Client

11.1. Assistance and Exemptions

The Client shall use its best efforts to ensure that the Administration shall provide the Selected agency with such assistance and data as specified in the RFP.

11.2. Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Selected Agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Selected Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Selected Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 9.3.

11.3. Services and Facilities

The Client shall make available to the Selected agencies the Services mentioned in the RFP.

12. Payments to the Selected Agencies

12.1. Lump Sum Remuneration

The Selected Agency's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, printing, communication, travel, accommodation, and the like, and all other costs incurred by the Selected Agency in carrying out the Services described in the 'Scope of Work' of the RFP.

12.2. Contract Price

The contract prices will be specified in the work orders after the engagement of the agency.

12.3. Terms and Conditions of Payment

As mentioned in the RFP under 'Payment Terms'.

13. Settlement of Disputes

13.1. Amicable Settlement

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

13.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

14. Liquidated Damages

1.	Except as provided under clause 'Force Majeure' if the selected bidder fails to deliver Service within the period specified in the Contract, the NMW may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified below for delay until actual delivery, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the NMW may terminate the Contract pursuant to clause 'Termination'.
2.	In case of delay in commencement of services as per RFP/Contract, liquidated damages shall be imposed.

3.	<p>The time specified for delivery in the tender/contract form shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.</p>		
4.	<p>The delivery period may be extended with or without liquidated damages if the delay in the supply of service is on account of hindrances beyond the control of the selected bidder.</p> <p>I. The selected bidder shall request in writing to the tendering authority giving reasons for extending the delivery period of service If he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in the delivery of service occurs or within 14 days from such occurrence but before the expiry of the stipulated period of delivery of service after which such request shall not be entertained.</p> <p>II. NMW shall examine the justification of causes of hindrance in the delivery of service and the period of delay that occurred due to that and grant extension with or without liquidated damages.</p> <p>III. If NMW agrees to extend the delivery period/schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of service.</p> <p>IV. It shall be at the discretion of the concerned authority to accept or not to accept the supply of services rendered by the implementing agency after the expiry of the stipulated delivery period, if no formal extension in the delivery period has been applied and granted NMW shall have right to cancel the contract with respect to undelivered service.</p> <p>V. If NMW is in need of the service rendered after the expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in the delivery period with usual liquidated damages and denial clauses to regularise the transaction.</p>		
5.	<p>In case of extension in the commencement period is granted with full liquidated damages, the recovery shall be made on the basis of the following percentages of the value of services undelivered -</p>		
	S. No.	Condition	LD% of the total contract price
	I.	Delay up to one fourth period of the prescribed delivery period of contract.	2.5%
	II.	Delay exceeding one fourth but not exceeding half of the prescribed period of contract.	5.0%

	III.	Delay exceeding half but not exceeding three fourth of the prescribed period of contract.	7.5%
	IV.	Delay exceeding three fourth of the prescribed period	10%
6.	V.	Fractions of a day in the reckoning period in supplies shall be eliminated if it is less than half a day.	10%
7.	VI.	The maximum amount of liquidated damages shall be 10% of the value of services	
8.	VII.	Delivery period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the bidder.	

15. Sub-contracting

The Selected Agency shall not assign or sublet the contract or any substantial part thereof to any other agency. Any subcontractor shall lead to termination of the contract.

16. Ownership of the End Product or Output of the Project

16.1. All intellectual outcomes of the project under this contract in the form of product, process, report/document, research outcome, study report etc shall be the sole property of the New Media Wing.

16.2. The Selected agencies in no circumstance utilise any outcome/deliverables of the project for any commercial purpose.

17. Special Conditions of Contract

GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
17.1.	<p>The Authorised Representatives are:</p> <p>For the Client:</p> <p>For the Selected agencies:</p>
17.2.	<p>For a period of two years after the expiration of this Contract, the Selected agencies shall not engage, and shall cause their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p>
17.3.	<p>The selected agencies shall ensure to cover the following risks and take the necessary coverages in this regard:</p> <ul style="list-style-type: none">(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Selected agencies or their Personnel deployed in Ladakh for the period of Service;(b) Professional liability insurance, with a minimum coverage equal to total contract value for this service.
17.4.	<p>The selected agencies shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.</p>

<p>17.5.</p>	<p>Dispute Settlement:</p> <p>Any Dispute or differences whatsoever arising between the parties out of or relating to the implementation, meaning, and operation or effect of this agreement or its execution or the breach thereof shall be settled by arbitration. The parties agree that the sole arbitrator shall be appointed by the Director General, New Media Wing. Parties hereto will raise no objection to the arbitration on the ground that the Arbitrator is a Government servant that he had to deal with matters to which the contract relates or that In the course of his duties as Government servant he has expressed views on all or any of the matters in dispute or difference. It is a term of this agreement that in the event of any difficulty arising by reason of death, resignation, retirement, inability or refusing to act as arbitrator or if the award is set aside by any court for any such reason of procedure, it will be lawful for the Director General, New Media Wing to appoint another person as arbitrator in place of the outgoing arbitrator. In every such case it shall be lawful for the new arbitrator to act upon the record of the proceedings as existent at that stage of the arbitration or to commence proceedings de-novo as the arbitrator in his discretion may decide. The provisions of Indian Arbitration and Conciliation Act, 1996 and any modification thereon shall govern the proceedings. The contract and the arbitration shall be governed by Indian Law only. The Award made in pursuance thereof shall be binding on the parties.</p> <p>The Civil Courts in Delhi alone shall have Jurisdiction to entertain any suit or matter arising out of this Agreement.</p>
<p>17. 6</p>	<ol style="list-style-type: none"> 1. NMW reserves the right to reject/cancel/terminate work order awarded to bidder in case of unsatisfactory customization of software as per the requirement of NMW and NMW will not release any payment to the bidder/Bidder/vendor in this particular case. 2. NMW reserves the right to reject/terminate/cancel the bid of the bidder in case of providing wrong/hidden information during submission of bid.

18. Checklist of Documents to be Submitted

S. No.	Documents	Submitted (Yes/No)	Reference Document Page No.
1.	Cover Letter - As per APPENDIX-I		
2.	Self-Declaration - As per APPENDIX-II		
3.	Documents related to 'Pre-Qualification/ Minimum Eligibility Criteria (As per para 3)		
4.	Bid Security/Earnest Money Deposit/ Exemption document		
5.	Documents related to 'Technical Evaluation' as per para 7.2		
6.	Details of turnover - In response to QCBS - Evaluation Methodology (as per para 7.2) - As per APPENDIX-III		
7.	Affidavit-Cum Declaration (On a stamp paper of Value 100) - As per APPENDIX-IV		
8.	Organisation Profile - As per APPENDIX-V		
9.	Details of Experience - In response to Minimum Eligibility Criteria - As per APPENDIX-VI		
10.	Details of Experience - In response to Technical Evaluation Criteria (7.2) - As per APPENDIX-VII		
11.	Format of Warranty Certificate - As per APPENDIX-VIII		
12.	Format for Power of Attorney - As per APPENDIX-IX		
13.	Format of Financial Bid - As per APPENDIX-X		

D. SECTION-II: PROJECT DOCUMENT

19. Annexure-I

Integrated Dashboard

19.1. About

Integrated Dashboard is a proposed tool that utilises Artificial Intelligence (AI) and Machine Learning (ML) algorithms to provide analytics based reports and insights for implementing corrective measures and devising citizen-oriented communication strategies.

19.2. Background

In today's rapidly evolving media landscape, staying ahead of emerging news trends is essential for effective communication and public engagement. By leveraging AI and ML technologies, the Ministry aims to develop a cutting-edge tool that can accurately predict future media trends based on patterns identified in historical data.

The Ministry of Information and Broadcasting actively engages with citizens on social media to facilitate information and counter misinformation and fake news. The Ministry's strategic communication approach fosters transparency, dialogue, and informed citizenship, crucial for a vibrant democracy.

Integrated Dashboard will enhance the Ministry's ability to anticipate and respond to emerging media trends, thereby improving strategic decision-making and communication strategies. By anticipating emerging trends, the Ministry can effectively engage citizens and counter misinformation. Its proactive nature allows for swift interventions, enhancing credibility and public trust.

The Integrated Dashboard is to be developed using the foundational elements of the existing Integrated Dashboard of the Ministry of Information and Broadcasting. It will include significant enhancements/modifications to the existing features as well as development of new/additional features.

19.3. Key Features

The Integrated Dashboard should include the following features:

19.3.1. **AI and ML Algorithms:** Integration of advanced AI and ML algorithms to analyse news stories from the past few months and forecast potential news trends accurately.

19.3.2. **Historical Data Analysis:** Capability to analyse patterns in historical data to identify emerging news trends.

19.3.3. **Language Analysis:** Capability for analysing news articles and identifying key themes and topics.

19.3.4. **Real-Time Awareness:** Ability to observe media channels in real-time to stay updated on current developments and storylines.

19.3.5. **Customisable Alerts:** Option to set customisable alerts for specific keywords, topics, or trends to receive timely notifications about emerging trends.

19.3.6. **Social Media Integration:** Seamless integration with social media platforms, preferably X (Twitter), to observe discussions, engagement, and trends, enabling the Ministry to actively engage with citizens and counter misinformation.

19.3.7. **Data Visualisation:** Visualisation tools to present data and insights in an easy-to-understand format to facilitate informed decision-making and communication strategies.

19.3.8. **Security Measures:** Implementation of robust security measures to ensure the confidentiality and integrity of data and insights generated by the dashboard.

19.3.9. **Reports Generation:** AI-powered customisable dashboards and analytics based reports for visualising trends and insights along with exporting/downloading and sharing functionalities.

19.3.10. **User Roles and Permissions:** Option to define different types of users and specify what actions each type of user should be able to perform.

19.3.11. **Sentiment Analysis:** Contextual sentiment analysis based on the comprehensive context and essence of articles and posts, extending beyond headlines, keywords, or semantics.

19.3.12. **Summary Generation:** AI-driven summary generation utilising either existing LLMs or custom-developed LLMs designed to project requirements.

19.3.13. **Decision Support System:** AI-enabled decision support system, providing options for implementing countermeasures or corrective actions based on media feedback.

Key Features of SAMVAD Integrated Dashboard vis-a-vis the proposed Integrated Dashboard		
As-Is	To-Be	
Existing Features	Modifications	New/ Additional Features
<ul style="list-style-type: none"> ● Proprietary AI/ML platform trained on government-specific data ● Secure role-based access provided to 100+ officers ● Omnichannel integration for Mobile, Web, and WhatsApp-based services ● Multilingual content support ● Collation and analysis of information from Print, Electronic (TV), Online/Digital, and Social Media platforms for providing feedback ● Four times a day dashboard updation with all four media coverage i.e. Print, Electronic (TV), Online/Digital, and Social ● Scanning 100+ Print & 4,000+ Online publications based on keywords and 200+ YouTube accounts covering 16 major regional languages ● Topic/Sector/Ministry/Trend-wise data segregation and report generation with download and email facilities ● Various filters for quick dossier generation based on language, region, sentiment, etc. ● Separate feeds for Editorial and Op-Eds in the dashboard ● Reports include indexes and are downloadable in various formats ● Creation of dossiers of all/ selected/custom order Print news items in PDF format and providing HTML links for Electronic (TV), Online/Digital, and Social Media coverage in one go ● Emailing dossiers feature available in dashboard ● Alerts on critical issues sent via WhatsApp integration ● Alert Management System for officers to input action taken based on the alerts ● Technical and managerial support services including dossier download, report generation, report editing, and other tech-related assistance ● Workflow management system for PIB regions, facilitating the officers to upload clippings (manually) ● Text-to-Speech functionality for converting raw text into audible speech for visually impaired users 	<ul style="list-style-type: none"> ● Provision of availability of regional press clippings by the system (not manually uploading by regional PIB officers) ● Provision of readable/ downloadable e-papers from major national and regional publishers ● Integration and automated AI/ML based analysis of Electronic Media Monitoring Centre's (EMMC's) feed of Electronic media (TV channels) to provide contextual sentiment analysis based on comprehensive understanding of the video clips fetched & trimmed by the system from the EMMC feed ● Provision of a 24x7 operational automated system of graded alerts on critical high priority issues, to be sent in real-time manner for ensuring quick response mechanism ● Text-to-Speech functionality for converting raw text into audible speech for visually impaired users 	<ul style="list-style-type: none"> ● Contextual sentiment analysis based on comprehensive understanding of the content ● AI-driven summary generation using existing or custom-made LLMs ● Decision support system suggesting actions based on the media feedback

E. SECTION-III: BROAD SCOPE OF WORK

20. Annexure-II

20.1. Scope of Work for the Design, Development, Implementation and Maintenance of the Dashboard

20.1.1. The Dashboard must be Responsive and Bilingual (English and Hindi in the initial phase and more Indian languages to be added later) with a uniform and user-friendly presentation of the contents.

20.1.2. The Dashboard must be designed, developed, deployed and maintained according to W3C Guidelines and the Guidelines for Indian Government Websites (GIGW).

20.1.3. The Dashboard must be developed using well-established technologies preferably an Open Source environment without using any third-party tool or framework, which may incur any financial implications to NMW.

20.1.4. Hosting will be done on the NIC cloud. Since the website is to be hosted on the NIC Cloud (Meghraj) environment, the agency must ensure and use the available technology environment at NIC Cloud for development.

20.1.5. The agency will need to get clearance for a security audit of the website by the Department of Electronics and Information Technology (DEITY) empanelled agency.

20.1.6. Compliance with web standards and guidelines issued by the Government of India from time to time and certification by the STQC, DEITY for GIGW compliance.

20.1.7. Creation of documents including user and technical manuals.

20.1.8. Providing training to the users of the NMW.

20.1.9. Use of industry standard hardware and interfaces.

20.1.10. All software applications should be of the latest version at the time of award of Work Order.

20.1.11. Transfer of Source code and other credentials for the website.

20.1.12. Hardware and Software to be compatible with IPv4 as well as IPv6 protocol.

20.2. Dashboard Design

20.2.1. Responsive design must be compatible with all handheld devices and browsers.

20.2.2. The Dashboard should be aesthetic and futuristic.

20.2.3. At least three design options/templates need to be provided with a technical proposal for the home as well as an inner page of the dashboard. Upon selection, the selected agency will need to provide FRESH designs for the Dashboard for the committee to choose from. The Committee will reserve the right to choose and finalise the design for the dashboard. Development of the dashboard will start only after the design of the dashboard is finalised.

20.2.4. Highly user-friendly information architecture (IA) and clear navigation.

20.2.5. Website speed optimisation.

20.2.6. Customisation of the user interface in terms of colour, font size, and language etc.

20.2.7. Social Media Integration.

20.3. **Dashboard Maintenance**

The operation and maintenance support for two years (from the start of the contract) would include the following:

20.3.1. Creation of new web pages within the existing Dashboard as and when required.

20.3.2. Dashboard design changes as and when required.

20.3.3. Dashboard technical functionality upgrade as and when required.

20.3.4. Monitoring and maintaining Dashboard speed, sign-up process, navigation links etc.

20.3.5. To design and upload banners, jQuery, graph artwork, infographics and audio–video files etc. on the Dashboard.

20.3.6. Conversion of documents to required format such as HTML/HTML5.

20.3.7. Bug fixing and keeping the Dashboard secured from all possible cyber-attacks and hackers at all times.

20.3.8. Security audit as and when required.

20.3.9. Content upload and Dashboard support on 24x7 basis.

20.3.10. Keeping activity log for all web updates.

20.3.11. Creation and maintenance of the archive section on the Dashboard.

20.3.12. Troubleshooting.

20.4. **Website Hosting**

The Dashboard would be hosted, preferably, at NIC Cloud (Meghraj/TEJAS) or a MEITY-approved cloud environment.

20.5. **Broad Scope of Work for Design, Development, Implementation and Maintenance of the Mobile App**

20.5.1. A Mobile App needs to be designed, developed, implemented and maintained for the New Media Wing for its proposed project with the main objectives:

20.5.1.1. To make the Mobile App accessible on platforms like Android & iOS

20.5.1.2. Development of consistent visual elements and Mobile App architecture that is scalable, expandable and W3 compliant.

20.5.1.3. Enhancing the presentation of the content of this project.

20.5.2. The scope of work for the design, development, implementation and maintenance of the mobile app will include the following:

20.5.2.1. Native App for Android, iOS for iPhone, iPad etc.

20.5.2.2. Mobile App must be aesthetic and intuitive in design and must be bilingual in the initial phase (English and Hindi in the beginning and more Indian languages to be added later) with a uniform and user-friendly presentation of the contents.

20.5.2.3. The App must be designed, developed and maintained according to W3C Guidelines and the Guidelines for Indian Government Websites (GIGW).

20.5.2.4. The App must be developed using well-established technologies preferably an Open Source environment without using any third-party tool or framework, which may incur any financial implications to the NMW.

20.5.2.5. Clearance of security audit of the App by the Department of Electronics and Information Technology (DEITY) empanelled agency.

20.5.2.6. Compliance with web standards and guidelines issued by the Government of India from time to time and certification by the STQC, DEITY for GIGW compliance.

20.5.2.7. Creation of documents including user and technical manuals.

20.5.2.8. Providing training to the users of the Ministry of Information and Broadcasting.

20.5.2.9. Transfer of Source code and other credentials to NMW/NIC.

20.5.2.10. Providing technical support and maintenance services post-implementation.

20.5.2.11. Users should have a secure login on the mobile app and be able to access all features of the online platform.

20.5.2.12. Push notifications of the app should be user-customisable.

20.5.2.13. The app should generate Ministry-wise .pdf dossiers of selected or categorised print news items and provide HTML links for electronic, online, and social media coverage for quick and easy viewing.

20.5.2.14. The app should allow access through login ID and password, integrated with NIC.

20.5.2.15. The app should generate alerts for Media Feedback reports related to specific Ministries/Departments.

- **Final vetting/ curation of dashboard analysis should be done by a team of seasoned journalists.**

21. Cover Letter (APPENDIX-I)

To,

Director General, New Media Wing,
Soochna Bhawan, Lodhi Road, New Delhi

Sub: Submission of proposal in response to RFP for 'Engagement of Agency to Develop an Integrated Dashboard

Sir,

Please find enclosed Copy of our Proposal for the project 'Engagement of Agency to Develop an Integrated Dashboard, in response to the Request For Proposal (RFP) Document issued by the New Media Wing (NMW), Bid. No. ____ dated: ____ for 'engagement of agency to develop an Integrated Dashboard, an Artificial Intelligence/Machine Learning (AI/ML) powered solution. Having examined the RFP document, we, the undersigned, offer to provide the services as required and outlined in the RFP for 'Engagement of Agency to Develop an Integrated Dashboard.

We hereby confirm that:

21.1. Each page of the Technical and Financial Bid has been signed by the Authorised Signatory.

21.2. We agree to abide by our offer for a period of 180 days from the last/end date of bid submission.

21.3. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the bid. We do hereby undertake to provide services as per the terms and conditions mentioned in the RFP.

21.4. The information contained in this Bid or any part thereof, including its exhibits, schedules, and other document(s) submitted to NMW, is true, accurate, and complete.

21.5. We acknowledge the right of NMW to reject our Proposal without assigning any reason or otherwise, and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

21.6. We fulfil all the legal requirements and meet all the eligibility criteria laid down in the RFP.

21.7. This Proposal is unconditional, and we hereby undertake to abide by the terms & conditions of the RFP.

21.8. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

21.9. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organisation and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

Place:

For and on behalf of

Date:

Signature Seal/Stamp of Agency

Name:

Designation:

(Authorised Representative and Signature)

**22. Self-Declaration for not being blacklisted by any State/Central Govt. Dept/
PSU (APPENDIX-II)**

(On ₹100 Non-Judicial Stamp Paper- Submit separate declaration) (Date)

To,
Director General, New Media Wing
Soochna Bhawan, Lodhi Road, New Delhi

In response to the Bid No. _____ dated _____ for quoting against the RFP as a representative(s) of M/s. _____ I/ We hereby declare that our Company/Firm is having an unblemished past record and was not declared blacklisted or ineligible to participate in bidding due to a breach of general or specific instructions, corrupt/ fraudulent or any other unethical business practices.

Yours faithfully,

Authorised Signatory

Name:

Place:

Date:

23. Details of Turnover (APPENDIX-III)

S. No.	Financial Year	Turnover (in ₹)
1.	2020-2021	
2.	2021-2022	
3.	2022-2023	

Note: Documentary evidence in support of turnover must be uploaded (Audited Financial statements for the last three financial years and a Certificate from the Statutory Auditor /Chartered Accountant).

I _____ proprietor/ partner/ director of M/s. _____
_____ hereby declare that
the information given in this Technical Bid Form is true and correct to the best of my
knowledge and belief.

Signature _____

Name of Authorised Signatory _____

Seal of the agency _____

24. Affidavit-Cum-Declaration (APPENDIX-IV)

(On a Stamp paper of value ₹100/-)

I, _____ Son/Daughter of Shri _____ aged about ____ years, resident of _____, do hereby solemnly declare and affirm as under:

24.1. That I am the Director/ proprietor of M/s. _____.

24.2. That I have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by New Media Wing (NMW).

24.3. I am not a defaulter/ we are not a defaulter of any government agency at the time of the submission of the proposal.

24.4. No order of blacklisting passed by the Central Government/ any State Government/ any PSU is in operation against me/ us as on date.

24.5. I/We accept all the terms and conditions set out in the GeM-CPPP Bid No. _____ dated

24.5.1. issued by the New Media Wing. I further state that if any information furnished by me in this affidavit or otherwise is found to be incorrect, NMW shall have the right to forthwith terminate its agreement with us.

(DEPONENT)

Verified at _____ on this _____ day of _____ that the contents given above in the Affidavit are true and correct to the best of my knowledge.

(DEPONENT)

25. Organisation Profile (APPENDIX-V)

1.	Name of Agency	
2.	Type of Agency (Proprietorship, Partnership, Company, Society, Trust, University, Institute)	
3.	Address of registered office with phone no. & fax	
4.	Main areas of business	
5.	Established on	
6.	Years of Relevant Experience	
7.	Name of Contact Person Mobile Tel. No. Email:	
8.	GST No.	
9.	PAN No.	

Signature _____

Name of Authorised Signatory _____

Seal of the Agency _____

26. Details of Experience - In response to Minimum Eligibility Criteria
(APPENDIX-VI)

EXPERIENCE CERTIFICATE-1

Experience in the design, development, and maintenance of AI/ML-based Dashboards and Mobile Apps - Minimum Eligibility Criteria (As per para 3)	
Assignment/ Project Name:	
Name of the Client:	
Approximate Value of the Contract (In Indian Rupees):	
Total number of staff-months of the Assignment:	
Location & Address:	
Start Date (Month/Year): Completion Date (Month/Year):	
Duration of Assignment (months):	
Description of <i>Project</i> :	
Attach: - Contract Agreement/ Satisfactory Project Completion/ LOI Certificate and CA/SA certificate along with any of the above documentary evidence as proof of consultancy/project fee received. (Please specify the attached documents)	
Description of actual services provided by your staff within the assignment	

Signature _____

Name of Authorised Signatory _____

Seal of the Agency _____

27. Details of Experience - In response to Technical Evaluation Criteria (7.2)
(APPENDIX-VII)

Experience in the design, development, and maintenance of AI/ML-based Dashboards and Mobile Apps - Technical Evaluation Criteria (As per para 7.2)	
Number of eligible projects where the firm has similar experience for the Union Government Ministry /Department/ PSUs/Autonomous bodies or State Government or Private Sector of a value more than ₹50 lakh in a single Work Order, as defined in Criteria 7.2	
Attach: Contract Agreement or Completion of Work Certificate and CA/SA certificate along with any of the above documentary evidence as proof of consultancy/project fee received. (Please specify the attached documents)	
Description of actual services provided by your staff within the assignment	

Signature _____

Name of Authorised Signatory _____

Seal of the Agency _____

28. Format of Warranty Certificate

(on company letter head)

To,
Director General, New Media Wing
Soochna Bhawan, Lodhi Road, New Delhi

Subject: Undertaking for the Warranty Certificate

Dear Sir,

This is with reference to RFP Ref. No. Dated:..... In this regard we <bidder organization full name > have registered office at <office address> undertake that we as a system integrator of referred project will be solely responsible for the uninterrupted functioning of whole system.

Warranty for all the hardware/equipments procured under referred RFP will be under warranty period of 3 years from the date of issue of installation certificate from NMW. Maintenance and operation of whole system will be the responsibility of bidder for the period of 3 years.

Yours Sincerely

<Signature and company seal>

<Name of Bidder>

<Designation of the bidder>

<Name and address of the organization>

29. Format for Power of Attorney (APPENDIX-IX)

(To be submitted on non-judicial stamp paper of minimum value of ₹100/- duly notarised)

Know all men by these presents, We, (Name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. / Ms. (Name), son/ daughter/ wife of (Name), and presently residing at (Address), who is presently employed with/ retained by us and holding the position of (Designation) as our true and lawful attorney (hereinafter referred to as the 'Attorney'), to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the project 'Engagement of Agency to Develop an Integrated Dashboard, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the New Media Wing, MIB (Client), representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Application.

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

In witness whereof, we, (Name of Entity), the above-named principal have executed this power of attorney on this (Date in words) day of (Month) (Year in 'yyyy' format).

For (Name and registered address of entity) (Signature) (Name) (Designation) Witnesses:

1. (Signature, name and address of witness)
2. (Signature, name and address of witness) Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.

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

30. Format of Financial Bid (APPENDIX-X)

To,
Director General, New Media Wing
Soochna Bhawan, Lodhi Road, New Delhi

Sub: Submission of the proposal in response to RFP for ‘Engagement of Agency to Develop an Integrated Dashboard

Dear Sir,

I/We hereby submit our Commercial Bid. The rates are quoted in the prescribed format given below:

S. No.	Particulars	Total Amount in INR (In figures)	Total Amount in INR (In words)
1.	Financial Bid/ Total cost should include the cost for the following in unambiguous terms: <ul style="list-style-type: none">● Design and Development of the Integrated Dashboard● Implementation and Launch of the Integrated Dashboard● Design and Development of the Mobile App● Implementation and Launch of the Mobile App● Maintenance, Operation & Upgradation of the Integrated Dashboard for a period of 4 years from the Contract Start Date● Maintenance, Operation & Upgradation of the Mobile App till the Contract End Date● Any other (please specify)		
2.	Tax Liabilities GST (as applicable)		
3.	Total Financial Proposal (inclusive of all taxes, in INR) in figures		
4.	Total Financial Proposal (inclusive of all taxes, in INR) in words		

Note:

30.1. The bidder has to quote in the prescribed price bid format only. Quoting in any other manner will summarily be liable for rejection.

30.2. The offer should be valid for a period of 180 days from the last date of submission of the tender, failing which the tender will be liable for rejection.

30.3. All the prices mentioned in the Bid should be in accordance with the terms & conditions as specified in the RFP. Cost of all items under this RFP are valid till the validity of the contract.

30.4. Cost quoted by the Bidder shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.

30.5. Evaluation of financial bids shall be done as per the prevailing GeM Terms and Conditions.

30.6. All Goods & Service Tax (GST) components (applicable for both Centre and State) payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the Price bid format mentioned in APPENDIX-X.

30.7. Tenders with overwritten or erased, illegible rates or rates not shown in figures and words will be liable for rejection.

30.8. Since the price proposal is in Indian Rupee (INR), NMW shall not consider any upward variation/fluctuation on account of any foreign exchange at any time during the currency of the contract.

30.9. Payment will be made against the achievement of the payment milestones as per Clause 6 and no advance payment will be allowed.

Signature of the bidder with seal

31. Format of Bank Guarantee For Earnest Money Deposit

(on Rs 100 Non Judicial Stamp Paper)

Bank Guarantee No. -----

Ref.

To,
Director General, New Media Wing
Soochna Bhawan, Lodhi Road, New Delhi

Dear Sir,

Whereas The New Media Wing, New Delhi (hereinafter called the "tenderer/Purchaser") include all its successors, administrators, executors and assignees has invited bids dated for _____ vide Tender reference No.

KNOW ALL MEN by these presents that We M/s _____ (hereinafter called the "Bidder") and include alt its successors, administrators executors and assignees having Head Office/ Registered office at _____ have submitted a quotation Reference No. _____ and Bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs _____ (Rupees _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice inviting tender and other terms and conditions contained in the tender Documents supplied by the NMW specially :

The Conditions of obligations are-

- i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- ii) If the Bidder has been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

2) Therefore, we _____ (indicate the name of Bank) under the laws of _____ having head/registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or NMW thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank

guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs _____ (Rupees _____ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/or without any reference to the Bidder and any such demand made by the NMW on the bank shall be conclusive and binding notwithstanding any difference between the NMW and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the NMW in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.

3) We _____ (Bank name) further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the NMW or that of the Bidder. We _____ (Bank name) also undertake not to revoke, in any case, this Guarantee during its currency.

4) The bank agrees with the NMW that the NMW shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the NMW or any indulgence shown by the NMW to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

5) This guarantee will remain in force upto _____ and any demand in respect thereof should reach the Bank no later than _____.

6) Notwithstanding anything contained herein above.

(i) Our liability under this guarantee shall not exceed Rs. _____/- (Rupees _____ Only)

(ii) This Guarantee shall be valid up to and including _____ and

(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you have served upon us a written claim of demand on or before expiry of this guarantee i.e. _____, .

Dated the day _____ (year)

32. Format of Performance Bank Guarantee

(on Rs 100 Non Judicial Stamp Paper)

No.....

Dated:.....

To,

Director General, New Media Wing
Soochna Bhawan, Lodhi Road, New Delhi

1. Against purchase order no. _____ dated _____ for _____ (hereinafter called the said contract) entered into between New Media Wing (NMW), Soochna Bhawan, Lodhi Road, New Delhi (herewith called the Purchaser) and _____ (hereinafter called the supplier), this is to certify that at the request of the supplier we _____ (hereinafter referred to as the Bank), do as primary obligor and not merely as surety, hereby irrevocably unconditionally and absolutely undertake against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of his/their obligation, viz. the performance of the contract till warranty period, to the satisfaction of the purchaser in term of the contract.

2. We _____ do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said supplier (s) or any of the terms and conditions contained in the said contract or by reason of the supplier(s) failure or omission or negligence to perform the said contract till warranty period or any part thereof. Any such damage made on the bank shall be conclusive as regards the amount due and payable by the bank upon this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding _____

3. We undertake to pay to the Purchaser any amount so demanded by the Purchaser, notwithstanding:

(i) Any dispute or difference between the Purchaser or the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto, or

(ii) The invalidity, irregularity or unenforceability of the contract or

(iii) Any other circumstances which might otherwise constitute discharge of this guarantee including any act or omission or commission on the part of the Purchaser to enforce the obligation by the Purchaser or any other person for any reason whatsoever.

4. We _____ further agree that the Guarantee herein contained shall be contained one and remain in full force and effect during

the period that would be taken for the performance of the said agreement till warranty period and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said agreement till warranty period have been fully paid and its claims satisfied or discharged or till NMW certifies that the terms and conditions of the said agreement till warranty period have been fully and properly carried out by the said supplier and accordingly discharge this guarantee.

5. We _____ hereby agree and undertake that any claim which the bank may have against the supplier shall be subject and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the Bank will not, without prior written consent of the Purchaser, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the Bank hereunder remaining owing and outstanding regardless of the insolvency liquidation or bankruptcy of the supplier or otherwise howsoever. We will not counter claim or set off against its liabilities to the Purchaser with it.

6. We _____ further agree with Purchaser that the Purchaser shall have the fullest liberty without or consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said suppliers from time to time or to postpone from any time or from time to time and of powers exercisable by the Purchaser against the said suppliers and forbearor enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said suppliers or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said suppliers or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the supplier

8. We _____ - lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

9. Notwithstanding anything contained herein above.

i. Our liability under this guarantee shall not exceed _____

ii. This guarantee shall be valid up to and including _____; and

iii. We are liable to pay the guaranteed amount or any part thereof

under this Bank Guarantee only and only if you have served upon us a written claim of demand on or before expiry of this guarantee.

Dated the..... date of.....