



National Health Agency (NHA)
(A society registered under the Society Registration Act, 1860)

REQUEST FOR PROPOSAL (RFP)

**Appointment of an agency for development and production of
“Beneficiaries digital testimonial videos for
Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana”**

RFP Number: S.12014/01/2018-NHA

Date of Publishing RFP: 7th October 2018

Disclaimer

The information contained in this Request for Proposal (RFP) Document is being provided to Service Providers on the terms and conditions set out in this Tender.

The purpose of this Tender Document (hereinafter called RFP: Request for Proposal) is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the NHA (National Health Agency) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the NHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP Document and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

The NHA, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP Document or arising in any way for participation in this Bid Process. The NHA also accepts no liability of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

The NHA may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP Document. The issue of this RFP Document does not imply that the NHA is bound to select or

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appoint a Bidder, as the case may be, for the Project and the NHA reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NHA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Service Provider and the NHA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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1. Invitation to Proposal

New Delhi

Date: 7th October, 2018

The Government of India is committed to ensuring highest possible level of health and well-being for all, through a preventive and promotional health care orientation in developmental policies and universal access to good quality health care services without anyone having to face financial hardship. To fulfill this vision, the Government of India conceptualized 'Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (AB PM-JAY)', a flagship initiative that attempts to move away from sectoral and segmented approach of service delivery to a comprehensive need-based health care service. AB PM-JAY adopts a two-pronged approach. Firstly, the creation of health and wellness centers to bring health care closer to homes. Secondly, the formulation of a National Health Protection Mission (AB PM-JAY) to protect poor and vulnerable families against financial risk arising out of catastrophic health episodes. For focused approach and effective implementation of AB PM-JAY, an autonomous entity, the National Health Agency (NHA) was constituted. Established as a Society on 11th May 2018, the NHA is registered under the Society Registration Act, 1860. The State Governments are expected to similarly set up State Health Agencies (SHA) to implement AB PM-JAY. The NHA will provide overall vision and stewardship for design, roll-out, implementation and management of AB PM-JAY in alliance with state governments. Inter-alia, this will include, formulation of AB PM-JAY policies, development of operational guidelines, implementation mechanisms, coordination with state governments, monitoring and oversight of AB PM-JAY amongst other.

The objective of this RFP is to seek the services of an agency capable for development and production of beneficiary's testimonial videos for AB PM-JAY. The selection of the agency shall be done as per least cost system i.e. L1 method as provided in this RFP

The official website for accessing the information related to this RFP is: <https://www.abnhpm.gov.in>. Interested bidders are requested to submit their proposals to the "RFP" at the address mentioned below on or before 15/10/2018, 1100 hrs.

The submissions must be addressed to:

"General Manager (Administration),

National Health Agency,

9th floor, Tower-1, LIC Jeevan Bharti Building, Connaught Place, New Delhi 110001"

2. Fact Sheet and RFP Schedule

S. No.	Reference	Description
1.	RFP Number and Issuing Authority	S.12014/01/2018-NHA Chief Executive Officer, National Health Agency
2.	Date of publishing of RFP	7 th October 2018.
3.	Job Requirement	The objective is to seek the services of an agency for development and production of digital testimonial videos for AB PM-JAY beneficiaries.
4.	Method of selection	Three stage process comprising of a Pre-Qualification evaluation, Technical Evaluation and Commercial Evaluation. The final selection shall be based on Least cost system i.e. L1 method.
5.	Name of purchaser	Chief Executive Officer, National Health Agency.
6.	Date till which the RFP response/bid validity should be valid	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission
7.	Pre-Bid Queries	Clarification must be requested on or before 1200 hours, 11 th October 2018. Bidders shall share the MS excel file in soft copy of pre-bid queries at the time of requesting clarifications. The e-mail address for requesting clarification is: pm-nhpmission@gov.in
8.	Pre-Bid Meeting	Date & Time of pre bid meeting- 1100 hours, 10 th October 2018. at the Official Address- National Health Agency, 9th floor, tower-1, LIC Jeevan Bharti Building, Connaught Place, New Delhi”
9.	Bid submission	The last date for submission of Proposal is on or before 1100 hours, 15 th October 2018. The proposal will be submitted physically at the address mentioned below- “General Manager (Administration),

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S. No.	Reference	Description
		National Health Agency, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi”
10.	Currency	The bidder to state all costs in Indian Rupees only (₹).
11.	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered
12.	Date, Time and venue for opening of pre-qualification bids of all bidders	1115 hours on 15 th October 2018 at – National Health Agency, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi”
13.	Date, Time and venue for opening of technical bids (only of the bidders who have qualified in the pre-qualification stage)	1500 hours, 17 th October 2018 at – National Health Agency, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi 110001”
14.	Date, Time and venue for opening of commercial bids of all bidders (only of the bidders who have qualified in the technical evaluation stage)	1700 hours, 20 th October 2018 at – National Health Agency, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi”
15.	Date, Time of announcement of the selected bidder.	To be announced later

3. About Us

3.1. Background

Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) is an attempt to move from sectoral, segmented and fragmented approach of service delivery through various National and State/UT schemes to a bigger, more comprehensive and better converged need-based service delivery of secondary and tertiary care. Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) seeks to accelerate India's progress towards achievement of Universal Health Coverage (UHC) and Sustainable Development Goal - 3 (SDG3). It has the potential to transform the healthcare landscape of India It will not only increase the efficiency and reach, but will also provide financial health protection for most of the hospitalisation cost thereby reducing out of pocket expenditure on health significantly but also help reduce Out of Pocket Expenditure (OOPE) for hospitalizations. It will help mitigate the financial risk arising out of catastrophic health episodes.

3.2. AB PM-JAY – Key Features

1. Targeting over 10 crore poor and vulnerable beneficiary families. For identification of beneficiaries, AB PM-JAY will use deprivation and automatic inclusion criteria for rural areas and defined occupational categories for urban from Socio-Economic Caste Census 2011 (SECC). All beneficiaries covered under Rashtriya Swasthya Bima Yojana (RSBY) but not included in eligible SECC beneficiary list will be automatically included.
2. Eligible families entitled for cashless treatment benefits up to ₹5 lakh per family per year (on a family floater basis), for secondary and tertiary care hospitalization. They can avail of these benefits at any (public or private) empanelled hospital across India (national portability).
3. No cap on Family Size to ensure all members of designated families specifically girl child and senior citizens get coverage. Suggested to preferably make woman as the head of a family.
4. Beneficiaries encouraged to bring Aadhar or any other recognized government photo identity for the purpose of identification. However, benefits will not be denied under the Scheme in absence of Aadhar.
5. Institutional Arrangement:
 - a) At Centre, a dedicated National Health Agency (NHA), headed by a full- time CEO, has been set up to facilitate implementation of AB PM-JAY in the form of a Society.

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- b) States/ UTs advised to implement through a dedicated entity, State Health Agency (SHA). They can either use an existing Trust/ Society/ Not for Profit Company/ State Nodal Agency (SNA) or set up a new entity to implement the scheme.
6. Responsibility of implementing AB PM-JAY shall lie with States. They can choose preferred mode of implementation which can be either through Insurance Companies, Trust or a mixed approach.
 7. States can implement their own schemes in Alliance with AB PM-JAY.
 8. A robust, modular, scalable and interoperable IT platform connecting NHA with SHAs and beneficiaries to the designated private and public health providers is being developed.
 9. Benefit package includes identified surgical, medical and day-care benefits of secondary and tertiary nature. Procedures also include lifesaving and emergency treatments that primarily account for catastrophic expenses for families.
 10. Payment for treatment on package rate (defined by the Government in advance) basis. States will have the flexibility to modify these rates as per guidelines.
 11. Public hospitals will get additional funds through claim payments from Insurance Companies/ Trust for treatment provided to beneficiaries. They can use this fund to strengthen their facilities and to provide incentives.
 12. While ensuring user convenience, AB PM-JAY would create robust safeguards to prevent misuse/ fraud/ abuse by providers and users.
 13. A well-defined Complaint & Public Grievance Redressal Mechanism, actively utilizing electronic, mobile platform, internet as well as social media, will be put in place.
 14. The ratio of contribution towards premium/cost between Centre and State will be 60:40 in all States except North Eastern States & 3 Himalayan States where the ratio is proposed to be 90:10. In the case of Union Territories, the Central contribution of premium is proposed to be 100% for UTs without legislature, while it is proposed to be 60:40 for those with legislature.
 15. Transfer of grant-in-aid as premium to the Insurance Company / actual cost to the Trust and administrative funds to SHA to be made through dedicated escrow accounts.

3.3. Role of Government of India/NHA

Government of India, through NHA, shall provide assistance to States for the implementation of AB PM-JAY in either Trust mode, Insurance mode, or a combination of the Trust or Insurance mode. In particular, the Government of India through NHA shall do the following:

1. Central share of grant-in-aid: Release of Central share of grant-in-aid either as premium contribution (decided by competitive bidding) for Insurance Company mode, to the

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dedicated escrow account, or as actual claim for Trust mode including administrative expenses in a timely manner. Amount of Central share shall be the lowest of premium or actual claim and national ceiling.

2. Fostering coordination for implementation of AB PM-JAY in Alliance with State schemes: Fostering coordination with States for implementation of AB PM-JAY in Alliance with State schemes which includes providing any support to SHAs as required. NHA will also coordinate with regulatory bodies including IRDAI and other initiatives/ agencies /authorities for sectoral reforms on behalf of the AB PM-JAY.
3. Database of beneficiaries: Providing database of eligible beneficiary families (AB PM-JAY database) to the States. In case State is covering a larger number of beneficiaries than AB PM-JAY under their own Scheme, they can use their own database, subject to an assurance by the State that all AB PM-JAY eligible families (as decided by their inclusion in SECC database) have been included in the State database.
4. Operational Guidelines and Model Tender Document (MTD) for selection of Insurance Company, Implementation Support Agency (ISA), and Third Party Administrators (TPAs): Provide AB PM-JAY operational guidelines and MTD and any possible modifications to it from time to time to States, as guiding posts for implementation under the ambit of the policy and the technology while providing requisite flexibility / discretion to the States (as per due process) to optimally chalk out the activities related to implementation in light of the special conditions of their own State/ UT. NHA will exercise general scrutiny on the tendering process carried out by States/SHA.
5. National Portability: Laying down the process and terms for extending portability of benefits to all AB PM-JAY beneficiaries at any empanelled health care providers (public and private) across India.
6. IT System and Technical Support: Provide a Central IT platform with functional modules for identification of eligible beneficiaries, transaction and claim management and provision of all services under AB PM-JAY. This will include Grievance Redressal platform and national helpline.
7. Packages and criteria for empanelment of health care providers: Provide list of packages along with indicative rates for treatments under AB PM-JAY. Criteria for empanelment of health care provider under AB PM-JAY will also be provided. These can be adapted to State-specific situation as per defined process.
8. Awareness Generation: Enable beneficiaries (who are the primary audience of this Mission) to receive correct information about entitlements, scheme benefits, empanelment and other key details, by providing the States with standardized awareness generation materials for dissemination, which can be adapted to local languages. Amongst the

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secondary audience (media, general audience etc), create positive news around AB PM-JAY and position AB PM-JAY as a game changer in achieving Universal Health Coverage. NHA will also develop communication and training material for other secondary audiences such as hospitals, Front Line Workers etc to prepare them in implementing the scheme.

9. Training and Capacity Building: Provide standard training manuals for stakeholders and support the States in organizing training of trainers and other capacity building activities in the State.
10. Review and monitor progress under AB PM-JAY: Review the performance of the Scheme and monitor it on a regular basis and issue necessary directions from time to time.

3.4. Role of State Government/SHA

State Government shall set-up State Health Agency (SHA) as a dedicated entity, under the administrative control of State Department of Health and Family Welfare for implementation of AB PM-JAY. Preparedness of the States is more important than any other factor for the success of AB PM-JAY. In order to ensure the timely roll out of the scheme and effective implementation, States are expected to perform the following:

1. Provide necessary approvals: Approvals for implementation of AB PM-JAY and budget commitment for State contribution for premium and for incurring the administrative costs will be needed. Approval for expansion of the Scheme /Alliance with existing State schemes, cost for which will be borne by the State, will also need to be taken.
2. Signing of Memorandum of Understanding (MoU) with NHA: State/SHA will sign a MoU to formalise the partnership with NHA for implementation of AB PM-JAY.
3. Institutional structure at State (SHA) and at districts: Decision on setting up of a new State Health Agency or identification of an existing agency, managing their own health insurance/protection schemes, for implementing AB PM-JAY. Appropriate staffing of to carry out its functions effectively with respect to implementation. Similarly, setting up of District structures responsible for implementing the scheme and monitoring at the District level is very important for the success of the Scheme.
4. Data management: Availability of team at State/ SHA to manage the AB PM-JAY data. If the State has decided to expand AB PM-JAY to more categories of beneficiaries then mapping of AB PM-JAY and State scheme beneficiaries will need to be carried out.
5. Decision on IT platform: State/SHA need to decide on the IT platform to be used for implementation of AB PM-JAY, Central IT platform or their own IT platform (following data sharing guidelines). If using Central IT platform, decide on central hosting or State level hosting (in case additional features or functionalities are required).

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6. Awareness generation of the scheme and informing target beneficiaries (who are the primary audience of this Mission) about their entitlements: The success of the scheme to a large extent will depend on informing the beneficiaries about their entitlements, how to access the services, and, channels for providing client feedback/grievance redressal. The awareness generation process, adopting various methods, will need to be a continuous activity to be carried out by the State. The States will also disseminate communication material to other secondary audiences such as hospitals, Front Line Workers etc to prepare them in implementing the scheme. They will also liaise with the local media in disseminating the salient features of the scheme
7. Tendering process for selection of Insurance Company or Setting-up / Identification of a Trust: For Insurance mode, carry out tendering process (based on MTD shared by NHA) for selection of an Insurer and signing of contract upon selection. OR Setting up of SHA / Trust with requisite capacities for implementation of AB PM-JAY in Trust mode.
8. Empanelment of Health Care Providers: The responsibility for empanelment of health care providers lies with the State Government/ SHA. The SHA may take support of Insurance Companies, if applicable and / or required. All public hospitals (CHC and above) will be deemed to be empanelled.
9. Timely release of funds (to Insurance Company or to Hospitals): For Insurance mode, release premium to insurance company, through dedicated escrow account, in a timely manner as per the defined guidelines. For Trust mode, timely claim payments to Empanelled Health Care Providers to be paid as per the defined guidelines.
10. Monitoring: Monitoring the scheme effectively is the most important function of SHA and it shall set up a comprehensive monitoring system for AB PM-JAY, which shall be integrated with IT system through data for fraud/ abuse prevention and control.

4. Scope of Work and Deliverables

4.1. Objective

NHA desires to on-board an agency for development and production of digital testimonial video with an aim to provide a vivid showcase the implementation of AB PM-JAY and its various beneficiaries. The testimonials shall cover the journey of beneficiary's right from the time the scheme is announced by government of India till the time the benefits are attained by the beneficiaries. It shall also include their experience in getting the Family card letters, registration and verification and experience covering all the things. The testimonial videos to feature the views of the beneficiaries and other stakeholders and their experience on the AB PM-JAY scheme going forward.

4.2. Timelines

The project will be for a duration of 36 months from the date of on-boarding of the agency extendable for another one (1) years at the option and discretion of NHA.

4.3. Detailed Scope of Work

The following is the envisaged scope of work/terms of reference under this RFP. However, the scope of work is not exhaustive in nature and the agency shall undertake such other tasks, within the scope of the RFP, as may be necessary to implement the scope and the program efficiently and effectively during the project in order to achieve the desired objectives-

1. Production of the digital testimonial videos complete in all respects for telecast through means like social media or digital channels. The agency may be required to travel, to different parts of the country, in order to shoot such videos.
2. Duration of video: The videos may be of duration of 30 seconds, 60 seconds, 90 seconds and 120 seconds films;
3. No. of Videos per day: The agency should have the capacity to shoot and deliver a minimum of 20 videos on a per day basis. However, actual number of videos to be produced shall vary as per the requirements specified by NHA in this regard whose decision shall be final.
4. Language: Master production in Hindi or dubbed in hindi from any 12 of the following vernacular languages:
 - a) Bengali
 - b) Oriya

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- c) Telugu
 - d) Tamil
 - e) Malayalam
 - f) Kannada
 - g) Marathi
 - h) Punjabi
 - i) Assamese
 - j) Khasi
 - k) Gujarati
 - l) Mizo
5. The selected agency is required to shoot the testimonial videos in various parts of the country.
6. The agency is required to submit the following to NHA:
- a) Master copy of the film including dubbed version (in MPEG format) in a professional Hard Disk; Each DVD/CD and its cover should be properly labelled location, date of production, duration, language.
 - b) Copy of the final script in print form

5. Instructions to Bidders

5.1. Objectives of this RFP

The National Health Agency (hereinafter to be referred as NHA), a society registered under the Society Registration Act, 1860, through this RFP, invites Proposals from reputed firms (hereafter referred as 'Bidders') for appointment of an agency who can meet the evaluation criteria specified in this RFP and deliver the scope. The project information and the broad scope of work is detailed below in Section 4 of this RFP.

5.2. General

1. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements specified in the RFP.
2. The requirements of the RFP shall prevail over any information in the Bid. However, all information supplied by the successful bidder will be treated as contractually binding on the bidder.
3. This RFP supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
4. 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 NHA.
5. NHA may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of NHA.
6. This RFP document is non-transferable.
7. The RFP should not be used to market the bidder's product or services.

5.3. Availability of RFP Document

The Bid document can be downloaded for free from <https://abnhpm.gov.in>. The RFP document is available for download on all days and 24 x 7 till the last date of submission of bids.

5.4. Bid Security/EMD

1. The Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) for an amount of ₹ 20,000 (Rupees twenty thousand) as bid security fee in the form of a bank guarantee issued by any nationalized or scheduled commercial bank (of India) in the format provided in Annexure II, section 11.2: Bank Guarantee Format for EMD and as per the details mentioned in the Fact sheet

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2. The bid security/ EMD shall be submitted in a separately sealed envelope. Bids submitted without the EMD, or without adequate EMD, will be liable for rejection without providing any opportunity to the bidder concerned.
3. EMD in any other form will not be accepted.
4. EMD **must remain valid for at least 45 days** beyond the final bid validity period and the validity of the EMD should be extended in the event the last date of bid validity is extended. No interest will be payable by the NHA on the EMD.
5. The EMD is required to protect NHA against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause (9) below.
6. EMDs of all unsuccessful Bidders will be returned, without interest, at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of contract.
7. The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format specified in Annexure V) by the successful Bidder.
8. In case the EMD is not received within the stipulated deadline (provided in fact sheet) then NHA reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
9. The EMD may be forfeited:
 - a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - b) In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
 - d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words that would prevail over amount in figures.

5.5. Bid Preparation Costs

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of

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proposal, in providing any additional information required by NHA to facilitate the evaluation process.

2. NHA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
3. This RFP does not commit NHA to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.
4. All materials submitted by the bidder will become the property of NHA and may be returned completely at its sole discretion.

5.6. Consortium/Sub-Contracting

Bidding as a consortium under this RFP is not allowed for implementation of any component under the scope of this project. The agency shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval of the NHA.

5.7. Debarment from Bidding

1. A bidder shall be debarred if he has been convicted of an offence –
 - a) under the Prevention of Corruption Act, 1988; or
 - b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
2. A bidder debarred under Section 5.7 (1) (a) above or any successor of the bidder shall not be eligible to participate in this bidding process for a period not exceeding three years commencing from the date of debarment.

5.8. Authorized Signatory and Authentication of Bids

The “Authorized Signatory” shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case Bidder shall submit a power of attorney authorizing the person to be authorized signatory or board resolution or letter of authorization.

5.9. Language

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

5.10. Complete and Compliant Responses

1. Bidders are advised to study all instructions, forms, requirements and other information in the RFP document carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. The response to this RFP should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - a) Include all documentation specified in this RFP;
 - b) Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - c) Comply with all requirements as set out in this RFP.

5.11. Late Bids

1. All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in fact sheet. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. NHA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. NHA reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
2. Given that the bid submission has to be made physically, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last minute hassles. The NHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.
3. NHA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum or by intimating all bidders, in writing or through e-mail, in which case all rights and obligations of NHA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

5.12. Proposal Submission Format

The entire proposal shall be strictly as per the format specified in this RFP and any deviation may result in the rejection of the RFP proposal. Refer Section 6.4 for the format for Proposal Submission.

5.13. Amendment of the RFP

At any time prior to the deadline for submission of the proposals, NHA, for any reason, may modify the RFP by amendment and it shall publish the same on the website. Such amendments shall be binding on the Bidders. In case of such modifications, the bidders who have submitted their responses, prior to such amendments, to the original invitation shall be provided with an opportunity to modify or re-submit or withdraw their bids. Bidders are requested to regularly visit the website and check for themselves regarding any addendum/corrigendum issued to the RFP. NHA shall, in no way, be responsible for any lapse of information on part of the concerned bidder(s) for non-checking the website for RFP related updates/information.

5.14. Bid Validity

Bids must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids. NHA may request the Bidder(s) for an extension of the period of validity of the bid up to 90 more days. The validity of the EMDs as requested in Section 5.4 should also be suitably extended if called upon to do so by NHA.

5.15. Right to the Content of Proposal

All bids and accompanying documentation of the Technical proposal will become the property of NHA, and will not be returned after opening of the technical proposals. NHA is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. NHA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

5.16. Disqualification

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;

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3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
4. The Proposal is received in incomplete form;
5. The Proposal is received after the due date and time;
6. The Proposal is not accompanied by all the requisite documents;
7. The Proposal is submitted with lesser validity period;
8. The information submitted in the Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;
9. The Commercial Proposal is enclosed within the technical Proposal or other Proposal;

5.17. Confidentiality

Information relating to the examination, clarification and comparison of the RFP shall not be disclosed to any persons not officially concerned with such process until the process is over. Undue use of confidential information related to the process by any firm may result in rejection of its RFP.

5.18. Fraud and Corrupt Practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the NHA shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, NHA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and/or PBG, as the case may be.
2. Without prejudice to the rights of NHA under clause above and the rights and remedies which the NHA may have under the Agreement, if a Bidder is found by NHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by NHA during a period of 3 years from the date such Bidder is found by NHA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NHA who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NHA shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of NHA in relation to any matter concerning the Project;
 - b) "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
 - c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process;
 - d) "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by NHA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and
 - e) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

5.19. Right to Terminate the Process

1. NHA may terminate the RFP process at any time and without assigning any reason. NHA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by NHA. The bidder's participation in this process may result in short listing the bidders.

5.20. Conflict of Interest

1. The Bidder shall not have a conflict of interest that may affect the selection process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NHA shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the NHA for, inter alia, the time, cost and effort of the NHA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the NHA hereunder or otherwise.
2. NHA requires that the agency provides professional, objective, and impartial services and at all times hold the NHA's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NHA.
3. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a) The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - b) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - c) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
 - d) There is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the agency will depend on the circumstances of each case. While providing services to the NHA for this particular assignment, the agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - e) A firm hired to provide similar services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

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4. A Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 24 months from the completion of this assignment; provided further that this restriction shall not apply to services performed for the NHA in continuation of this project or to any subsequent services performed for the NHA where the conflict of interest situation does not arise.
5. In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders for the Project, they shall make a disclosure to the NHA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The NHA shall, upon being notified by the bidder under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.

6. Bid Process

6.1. Pre-Bid Queries

Any clarification regarding the RFP can be submitted to NHA as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted in the format as mentioned in Annexure I of this RFP, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the due date and time mentioned in the fact Sheet shall not be entertained by NHA. Further, NHA reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

6.2. Pre-Bid Conference

NHA will organize a pre-bid conference with the prospective bidders as per details provided in the Fact Sheet and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-bid queries after the pre-bid conference as mentioned in the Fact Sheet. Only persons, duly authorised by the Bidder, will be allowed to participate in the pre-bid meeting. The authorised representatives should carry a valid proof of identification for verification before the commencement of the pre-Bid Conference. A maximum of 2 participants per bidder shall be permitted to attend the Pre-Bid Conference.

6.3. Responses to Pre-Bid Queries and Issue of Corrigendum

1. NHA will endeavor to provide timely response to all the queries. However, NHA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
2. At any time prior to the last date for receipt of bids, NHA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document. Any modifications of this RFP, which may be necessary as a result of the pre-Bid Conference or for any other reason, shall be made available by NHA exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.
3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website or emailed to respective bidders.
4. In order to provide prospective bidders reasonable time for taking the corrigendum into account, NHA may, at its discretion, extend the last date for the receipt of RFP Proposals.

6.4. Submission of Response

1. A three staged bid system will be followed for this RFP with least cost system (LCS) criterion. The three bids are –
 - a) Pre-Qualification Bid
 - b) Technical Bid and
 - c) Commercial Bid.
2. The bids are to be submitted manually i.e. in physical form on or before the last date of proposal submission at the address mentioned in the fact sheet.
3. **The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Proposals.** The Proposal is to be submitted in three covers as mentioned below:

Cover Number	Cover Name	Content
One	Pre-Qualification Bid	Pre-Qualification Proposal as per Annexure II along with the required supporting documents viz.- <ol style="list-style-type: none"> a) Signed Non-Disclosure Agreement(Annexure VI) b) Signed Integrity Pact (annexure VII) c) EMD (Annexure II, section 11.2) d) Power of attorney/Board Resolution/Letter of authorization e) Check list
Two	Technical Bid	Technical Proposal as per Annexure III along with the required supporting documents.
Three	Commercial Bid	Commercial Proposal as per Annexure IV along with the required supporting documents.

4. Each cover/envelopes to be marked with the name of the stage (Pre-Qualification/Technical/Commercial) and “NOT TO BE OPENED BEFORE THE DUE DATE”.
5. The Pre-Qualification Proposal should be placed in a sealed envelope and super scribed “Pre-Qualification Proposal for Appointment of an agency for development and production of Testimonial Videos”. The Technical Proposal should be placed in a sealed envelope and super scribed “Technical Proposal for Appointment of an agency for development and production of Testimonial Videos”. And, the commercial proposal shall be placed in a sealed envelope and super scribed “Commercial Proposal for Appointment of an agency for development and production of Testimonial Videos”.
6. If the commercial bid is not submitted in a separate sealed envelope duly super scribed as indicated above, this will constitute grounds for declaring the Bid non-responsive.

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7. The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
8. The Bidder should try to submit the Proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the "Fact Sheet". The Bidder will not be allowed to submit the Proposal after the Bid submission time.
9. Each document submitted by the bidder in pre-qualification and technical and commercial proposals must be duly signed by the authorized signatory.

6.5. Selection of Bidders

6.5.1. Opening of Proposals

The Proposals will be opened by NHA in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify their bonafide for attending the opening of the proposal.

There will be three bid-opening events

1. Cover 1 (Pre-Qualification Proposal)
2. Cover 2 (Technical Proposal)
3. Cover 3 (Commercial Proposal)

The venue, date and time for opening the Pre-qualification Proposal, Technical Proposal and Commercial Proposal are mentioned in the Fact Sheet. The Technical Proposals of only those bidders will be opened who clears the Pre-qualification stage and the Commercial proposals of only those bidders who qualifies the technical evaluation shall be opened.

6.5.2. Preliminary Examination of Proposals

NHA will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the NHA and shall not be included for further consideration.

Initial Proposal scrutiny will be held and the Proposals will be treated as non-responsive, if they are:

1. Not submitted in the format as specified in this RFP document;
2. Received without the Letter of Authorization/Power of Attorney/Board Resolution;
3. Found with suppression of details;
4. Submitted with incomplete information;

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5. Submitted without the documents required under this RFP;
6. Non-compliant to any of the clauses mentioned in this RFP;

6.5.3. Clarification on Proposals

During the RFP evaluation, NHA may, at its discretion, ask the Bidder for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be sought, offered, or permitted.

7. Evaluation Process and Criteria

7.1. Evaluation Process

7.1.1. Stage 1: Pre-Qualification

1. NHA shall open “Cover 1” marked “Pre-Qualification Proposal” in the presence of the bidder’s representatives. The Pre-Qualification proposal MUST contain all the documents mentioned in the RFP. Each of the Pre-Qualification condition mentioned in Section 7.2.1 is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
2. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP (Annexure II). A checklist has to be created with proper page-wise indexing of all supporting documents

7.1.2. Stage 2: Technical Evaluation

1. Cover 2 marked as “Technical Proposal” will be opened only for bidders who succeed in Stage 1, in the presence of the bidder’s representatives.
2. NHA will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Proposals that are not substantially responsive are liable to be disqualified at NHA’s discretion.
3. The bidder’s technical proposal will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 7.2.2.
4. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. To technically qualify the RFP stage, Bidders will have to secure both of the following:
 - a) Attain an aggregate Technical Score of 60% or more
 - b) Score at least 60% in individual sections of Technical Evaluation

7.1.3. Stage 3: Commercial Evaluation

1. The Commercial Bids of only the technically qualified bidders will be opened by the EC (Evaluation Committee) for evaluation in the presence of the bidder’s representatives.
2. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
3. Any conditional bid would be rejected.
4. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

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5. The bid price will include all taxes and levies and shall be in Indian Rupees. Only GST shall be paid by the NHA.
6. If there is a discrepancy between words and figures, the amount in words will prevail.

7.2. Evaluation Criteria

NHA shall evaluate the responses to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of NHA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with NHA. NHA may ask for meetings with the Bidders to seek clarifications or confirmations on their proposals. During the Proposal Evaluation, NHA reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. NHA may constitute an Evaluation Committee (EC) to evaluate the Proposals of the bidders. The EC constituted by the NHA shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section. NHA (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification, Technical Evaluation criteria and Commercial Evaluation and the requisite support must be provided by the Bidder. NHA (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification, Technical and commercial bids and the requisite support must be provided by the Bidder.

The evaluation criteria is as follows-

7.2.1. Pre-Qualification Criteria

The Bidder's pre-qualification proposal will be evaluated as per the following criteria. A Bidder is expected to comply with each of the clauses of the Pre-Qualification criteria to be eligible to be considered for Technical Evaluation. Failure to meet even one of the Pre-Qualification criteria as mentioned below may lead to rejection of the Bid.

S. No	Eligibility Criteria	Documents Required
1.	Bidder should be - a) A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013 or a partnership firm registered under the Indian partnership act, 1936 or the Limited Liability Partnerships Act, 2008.	a) Certificate of Incorporation (copy); b) GST Registration certificate issued by GSTN authorities (copy) c) PAN Card (copy)

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S. No	Eligibility Criteria	Documents Required
	<ul style="list-style-type: none"> b) Registered with the GST Authorities c) Agency should have a valid PAN number 	
2.	<p>The Bidder should have a positive minimum net worth during the last three financial years (2014-15, 2015-16, 2016-17)</p> <ul style="list-style-type: none"> • The net worth of only the bidding entity will be considered. Net worth of any parent, subsidiary, associated or other related entity will not be considered. • Net worth is defined as sum of shareholders' capital and Reserves & Surplus. 	<p>Audited financial statements for the last three financial years OR Statutory auditor certificates specifying the net worth for the specified year.</p>
3.	<p>The Bidder must have had an average annual turnover of at least ₹ 20 lakhs in the each of the last three financial years (2014-15, 2015-16, 2016-17) from media communication services/creative services/ promotional services.</p> <ul style="list-style-type: none"> • The turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered. 	<p>Audited financial statements for the last three financial years OR Statutory auditor certificate specifying the net worth for the specified year.</p>
4.	<p>The Bidder should be a profitable organization for the last 3 financial years (2014-15, 2015-16, 2016-17). The profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Audited financial statements for the last three financial years OR Statutory auditor certificate specifying the net worth for the specified year.</p>
5.	<p>Bidder must have successfully completed at least the following numbers of engagements in the last three financial years (2014-15, 2015-16, 2016-17)-</p> <ul style="list-style-type: none"> • Five (5) projects of similar nature of value not less than ₹ 1.5 lakhs each OR • Ten (10) projects of similar nature of value not less than ₹ 0.75 lakhs each 	<p>Completion certificates from the client OR Work order + Self certificate of completion (certified by the statutory auditor)</p>

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S. No	Eligibility Criteria	Documents Required
	<ul style="list-style-type: none"> Fifteen (15) projects of similar nature of value not less than ₹ 0.5 lakhs each. 	
6.	<p>Bidder must have successfully completed at least the following numbers of engagements with governments (center/state/PSUs) in the last three financial years (2014-15, 2015-16, 2016-17)-</p> <ul style="list-style-type: none"> Five (5) projects of similar nature of value not less than ₹ 0.75 lakhs each OR Ten (10) projects of similar nature of value not less than ₹ 0.375 lakhs each Fifteen (15) projects of similar nature of value not less than ₹ 0.25 lakhs each. 	<p>Completion certificates from the client</p> <p>OR</p> <p>Work order + Self certificate of completion (certified by the statutory auditor)</p>
7.	<p>The bidder must have in-house digital, creative and design capabilities with a minimum of 5 employees and the required technical and financial capability.</p>	<p>Self-certificated letter from authorized signatory stating the following-</p> <p>“We certify that we have in-house digital, creative and design capabilities with minimum of 5 employees and we already have the technical and financial capability in India for carrying out the services as detailed in the ‘Scope of work’ of this RFP”.</p>
8.	<p>The bidder shall have a fully functional office in NCR</p>	<p>Self-certificated letter from authorized signatory</p>
9.	<p>As on date of submission of the proposal, the bidder should not be involved in any conflict of interest situation.</p>	<p>Undertaking by the authorized signatory of the agency</p>
10.	<p>As on date of submission of the proposal, the bidder should not be blacklisted or banned by Government of India/state government/PSUs or autonomous body under government of India or any state government for unsatisfactory past</p>	<p>Undertaking by the authorized signatory of the agency stating the following-</p> <p>“we certify that we have not been blacklisted or banned by</p>

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S. No	Eligibility Criteria	Documents Required
	performance, corrupt, fraudulent or any other unethical business practices.	Government of India/state government/PSUs or autonomous body under government of India or any state government for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.

7.2.2. Technical Evaluation Criteria

The Bidder's technical Proposal will be evaluated as per the evaluation criteria mentioned in the following table:

The bidders who qualify the minimum technical cut-off shall be assigned marks based on their proposals. The bidder with highest marks shall be placed at T1 and subsequent bidder on T2 and so on.

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#	Description	Supporting Documents	Maximum Marks	Minimum Qualification Score
1.	<p>Experience of working on projects of similar nature in the last 3 (three) financial years (FY 2015-16, 2016-17, 2017-18) –</p> <ul style="list-style-type: none"> • Project cost ≥ 0.5 lakhs and ≤ 0.75 lakhs – 3 marks to each project • Project cost > 0.75 lakhs and ≤ 1.50 lakhs – 5 marks to each project • Project cost > 1.5 lakhs– 6 marks to each project 	<ul style="list-style-type: none"> • Completion certificates from the client OR • Work order + self-certificate of completion (certified by the statutory auditor) and; • Link of the video 	30	18
2.	<p>Experience of working on projects of similar nature with government (Center/State/PSUs) in the last 3 (three) financial years (FY 2015-16, 2016-17, 2017-18) –</p> <ul style="list-style-type: none"> • Project cost ≥ 0.25 lakhs and ≤ 0.375 lakhs – 2.5 marks to each project • Project cost > 0.375 lakhs and ≤ 0.75 lakhs – 5 marks to each project • Project cost > 0.75 lakhs– 10 marks to each project 	<ul style="list-style-type: none"> • Completion certificates from the client OR • Work order + self-certificate of completion (certified by the statutory auditor) and; • Link of the video 	10	6
3.	<p>Turnover – Average annual turnover of last 3 years</p> <ul style="list-style-type: none"> • Between 20-25 lakhs – 3 marks • Between 25-30 lakhs - 4 marks • Above 30 lakhs - 5 marks 	<p>Audited financial statements (standalone statements only) for the last three financial years (FY 2015-16, 2016-17, 2017-18) OR Certificate from statutory auditor</p>	5	3

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#	Description	Supporting Documents	Maximum Marks	Minimum Qualification Score
4.	Manpower on role with digital, creative design capabilities <ul style="list-style-type: none"> • Between 5-10 personnel– 6 marks • Between 11-15 personnel - 8 marks • Above 15 personnel - 10 marks 	Certificate from HR head of the company	10	6
5.	Proposed Plan Problem statement: The bidder shall create a plan and a pilot/scratch video around the theme ‘Beneficiary testimonial for AB PM-JAY’. The plan shall be judged on the following parameters- <ul style="list-style-type: none"> • Strategy – 10 marks • Story board and script – 10 marks • Audio – 10 marks • Production quality – 10 marks 	<ul style="list-style-type: none"> • Approach and methodology documented submitted by the bidder • Link of the video 	40	24
6.	Awards attained by the bidder (up to the last date of submission of the bid) – <ul style="list-style-type: none"> • International Awards – 5 marks for each award • National Awards – 4 marks for each award • Local Awards – 3 marks for each award 	Proof of award	5	3
Grand Total			100	60

7.2.3. Commercial Evaluation Criteria

1. The bidders are required to quote total cost of production of testimonial videos (as anticipated by the bidder) as per the table indicated in Annexure IV.
2. The Bidder, who has submitted the lowest Commercial bid, shall be placed at the L1 and the bidders with next higher cost shall be placed as L2, L3 and so on...
3. The lowest rate L1 received from a qualified bidder will be treated as the "Discovered Rate".
4. Once the L1 bidder is identified, the bidder at L2 will be given first rights to match the L1 rate in order to receive an order for carrying out the services, only in case L1 bidder is fail to sign the contract or fail to start the operation.
5. In case of a tie (i.e. L1=L2or = L3 and so on) then the bidder (amongst L1, L2,.. so on), as the case may be) with higher technical score shall be treated as L1 bidder.
6. In case only one bidder qualifies after the technical evaluation, NHA will have right to select the single qualified bidder or cancel the RFP.
7. Bidder's needs to provide their commercial bid as per the format provided in the RFP.
8. Commercial evaluation shall be conducted on the basis of the total price rate quoted by the respective bidders.
9. The NHA reserves the right to call for a second bid process to select a firm for execution of the project.

8. Award of Contract

8.1. Award Criteria

NHA will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above (in section 7 of this RFP)

8.2. Notification of Award

Prior to the expiration of the bid validity period, NHA will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, NHA, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, NHA will notify each unsuccessful bidder and return their EMD.

8.3. Performance Guarantee

The NHA will require the selected bidder to provide a Performance Bank Guarantee, within 7 days from the Notification of award, for a value equivalent to 10% of the total cost of project (as per their commercial proposal). The Performance Guarantee shall be kept valid by the bidder till completion of the project. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, the NHA at its discretion may cancel the order placed on the selected bidder without giving any notice. NHA shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or NHA incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

8.4. Contract Signing

1. Within 7 days of receipt of the notification of award or letter of award (LOA), the successful Bidder shall communicate its acceptance to the said letter of intent and shall also submit the Performance Bank Guarantee (PBG) in accordance with the terms of this RFP. Refer Annexure V.
2. Within 7 days of the notification of award, the successful bidder shall execute the Services Agreement as provided in Annexure VIII of this RFP.

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3. If the successful bidder fails to execute the agreement or furnish the PBG within the stipulated time period (or such other extended timelines as agreed by the NHA in its sole discretion), the NHA shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.
4. The successful bidder is expected to commence its service within 7 days from the notification of award of contract by NHA.

8.5. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NHA may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the NHA shall invoke the PBG of the most responsive bidder.

9. Payment Terms

1. The bidders are required to quote total cost of production of testimonial videos (as anticipated by the bidder) as per the table indicated in Annexure IV.
2. The total cost shall include all kinds of costs/taxes except GST.
3. Cost of travels (if any) is required to be borne by the agency itself. The bidders are required to quote an all-inclusive cost in the commercial proposals.
4. GST shall be paid by the NHA. Any other cost (including tools/software/hardware) related to fulfillment of the requirements shall be exclusively borne by the agency.
5. The L1 bidder shall be selected basis the total cost (the sum) quoted by the bidders in their commercial proposals.
6. The payments to the selected agency shall be made on a quarterly basis subject to the terms and conditions stipulated herein.
7. The agency to prepare a “work done report per quarter” and submit to NHA. Basis, the satisfaction of NHA on this report the payments shall be approved for the agency.

9.1. Service Levels and Penalties

The payments to the agency shall be subject to the fulfillment of the following service levels-

S. No.	Service Level	Baseline Matrix	Penalty for Breach
1.	Commencement of Services	Within 7 days from the notification of award of contract	Within 7 days (including 7 th Day) from the notification of award of contract between the Purchaser and the agency
			Delay of every 1 day after 7 th day from the notification of award of contract between the Purchaser and the agency
			Penalty - NIL
			Penalty – ₹ 10,000/- per day of delay. Capped at maximum of ₹ 100,00,00/-.

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S. No.	Service Level	Baseline Matrix	Penalty for Breach	
			Delay beyond 10 days starting from 7 th day from the notification of award of contract between the Purchaser and the agency	Penalty – NHA may choose to terminate the contract and PBG can be forfeited.
2.	Production of videos	As per the requirements of NHA mentioned in this RFP (section 4)	₹ 10,000 per video, if not delivered.	

10. Annexure I: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

Sheet 1: Bidder’s Information

Information Sought	Details provided by the bidder
Name (Authorized Signatory)	
Designation	
Company	
Address	
Contact Number	
e-Mail ID	
Date	

Note: Please paste the table above in email body as well

Sheet2: Clarification Requested/Format for pre-bid query submission

#	Page No	Section No.	Section Name	Statement as per RFP document	Query bidder	by

- a) Page Number – Page Number of this RFP as reflected at the bottom right corner. The bidders to mention only the page number. Ex. ‘29’ as page number and not ‘29 of 156’.
- b) Section No. – Example – ‘8’ and not ‘Section 8’
- c) Section Name – Example – Scope of Work (Should be exactly the same as provided in the RFP)

Notes –

1. The queries are to be submitted in the format provided above only and as per schedule (refer-fact sheet) only. The bidders to ensure that they enter correct details in the format. In case of any inappropriate details being mentioned the NHA shall not be responsible for the same and such queries may be discarded from providing any response.

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2. The bidders to ensure that no cell merging (in excel) is done by them while preparing the query.
3. The bidders to ensure that each of the query submitted by them is unique and no duplicate query is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due-diligence before submitting the queries.
4. Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to NHA.

11. Annexure II: Pre-Qualification Proposal Format

11.1. Response to pre-qualification criteria

Bidders are required to submit their compliances to the pre-qualification criteria, along with documents required, as stated in section 7.2.1 of this RFP.

11.2. Format for Bank Guarantee Earnest Money Deposit

Bidders are required to submit bid security/EMD as mentioned in section 5.4 of this RFP in the below format-

(To be Stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....

Date.....

To

General Manager (Administration)

National Health Agency

9th Floor, Tower-I

Jeevan Bharti Building

Connaught Place

New Delhi – 110001

Dear Sir/s,

1. In accordance with Invitation to Bid under your Specification No..... M/s having its Registered/Head Office at..... (hereinafter called the 'Service Provider') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid up to on behalf of Service Provider in lieu of the Bid deposit

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required to be made by the Service Provider, as a condition precedent for participation in the said Bid.

- 2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by National Health Agency (NHA), the amount of (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Service Provider.
- 3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
- 4. Notwithstanding anything contained hereinabove:
 - a) Our liability under this guarantee is restricted to ₹. (in words & figures).
 - b) This Bank Guarantee will be valid up to; and
 - c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this..... day of.....2018.....at.....

WITNESS

..... (Signature) (Signature)
..... (Name) (Name)
.....

(Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....

12. Annexure III: Technical Proposal Format

Bidders are required to submit their compliances to the technical evaluation criteria, along with documents required, as stated in section 7.2.2 of this RFP.

13. Annexure IV: Commercial Proposal Format

13.1. Proposal Cover Letter

(To be submitted on the Letter head of the Bidder)

(Location, Date)

To,
General Manager (Administration)
National Health Agency
9th Floor, Tower-I
Jeevan Bharti Building
Connaught Place
New Delhi – 110001

Ref: Submission of Commercial proposal for Request for Proposal (RFP) Notification
No. _____ dated _____

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide No. _____ dated _____ for NHA, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to NHA in accordance with your RFP.
3. We have read the provisions of the RFP document, confirm our acceptance for the same and we are hereby submitting our commercial Bid.
4. We agree to abide by this RFP, consisting of this letter, commercial bid and all requisite supporting documents, for a period of 3 years from the closing date fixed for submission of bid as stipulated in the RFP document.
5. We would like to declare that we are not under a declaration of ineligibility for corrupt or fraudulent practices anywhere in India.
6. We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government, PSU or autonomous body under Government of India or any State Government.

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7. We have not been blacklisted or debarred by any Central/State/UT Government, PSU or autonomous body under Government of India or any State Government for failure to execute services as agreed upon/contracted for.
8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
9. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its amendments.
10. We understand that NHA is not bound to accept any bid received in response to this RFP.
11. In case we are engaged by NHA for executing the services, we shall provide any assistance/cooperation required by NHA/auditing agencies appointed by it/NHA officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
12. In case we are engaged as a Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by NHA.
13. The commercial bid includes the cost of setting up and operating the services, cost of providing additional services and performing all functions as per the 'Scope of Work' and 'Service levels' defined in this RFP.
14. We already have the technical and financial capability in India for carrying out the services as detailed in the 'Scope of Work'.
15. We also understand that in case of deficiencies in our services as per the requirement of RFP, NHA reserves the right to allocate our volume of work, in full or in part, to other Service Provider for a limited period or on permanent basis.

Yours sincerely,

Signature of Authorized Signatory [*In full as well as initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

13.2. Cost of production

Bidders are required to provide cost of production as per the table indicated below-

S. No.	Duration	Shooting charges (in ₹)	Dubbing charges (from any other language to Hindi) - in ₹	Editing and re-editing charges (in ₹)	Sum (in ₹)
1.	30 seconds video				
2.	60 seconds video				
3.	90 seconds video				
4.	120 seconds video				
Total cost/Grand total (in ₹)					₹ 'X'

The commercial evaluation for selecting the bidder at L1 shall be done basis the total cost/grand total i.e. ₹ 'X' to be quoted by the bidder. However, bidders are required to provide costs of each of the point mentioned in the table and the total cost/grand total.

14. Annexure V: Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....

Date.....

To

General Manager(Administration)

National Health Agency

9th Floor, Tower-I

Jeevan Bharti Building

Connaught Place

New Delhi – 110001

Dear Sir,

1. In consideration of the National Health Agency, Government of India, on behalf of the CEO, NHA on behalf of the Authority, (hereinafter referred to as the 'NHA' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Service Provider, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).
2. We..... (Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context,

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recourse or protest and/or without any reference to the Service Provider merely on a demand from the NHA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NHA by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the NHA and the Service Provider or any dispute pending before

3. any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the NHA discharges this guarantee.
4. The NHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Service Provider. The NHA shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the NHA and the Service Provider or any other course or remedy or security available to the NHA. The Bank shall not be released of its obligations under these presents by any exercise by the NHA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the NHA or any other indulgences shown by the NHA or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
5. The Bank also agrees that the NHA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee the NHA may have in relation to the Service Provider's liabilities.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
7. Notwithstanding anything contained hereinabove:
 - a) Our liability under this guarantee is restricted to Rs. (in words & figures).
 - b) This Bank Guarantee will be valid up to; and
 - c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

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In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this..... day of.....2018 at.....

WITNESS

.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of Attorney No..... Dated.....

15. Annexure VI: Non-Disclosure Agreement

(To be submitted along with pre-qualification bid)

Format for Non-Disclosure Agreement

(To be executed on Stamp Paper of Hundred (INR 100.00) Rupees Stamp Paper)

This Non-Disclosure Agreement ("Non-Disc") is made and entered into ____ day of ____ month _____ year (effective date) by and between NHA ("Department") and _____ ("Company")

Whereas, Department and Company have entered into an Agreement ("Agreement") _____ effective _____ for _____;

AND

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

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- b) The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
 - c) The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.
2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:
- a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
 - b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential
 - c) Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
 - d) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - f) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - g) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. Onus - Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.
4. Exceptions - These restrictions as enumerated in this Agreement shall not apply to any Confidential Information:

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- a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b) After it has become generally available to the public without breach of this Agreement by Company; or
 - c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d) Which Department agrees in writing is free of such restrictions.
 - e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. Remedies - Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
6. Need to Know. Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. Intellectual Property Rights Protection - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. No Conflict - The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. Authority - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

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10. Dispute Resolution - If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to NHA, NHA
 - a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - b) The place of arbitration shall be the New Delhi
 - c) The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d) The proceedings of arbitration shall be conducted in English language.
 - e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. Governing Law - This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at New Delhi, India only.
12. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. Amendments - No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. Binding Agreement - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. Severability - It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. Waiver - If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. Survival - Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. Non-solicitation - During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business

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similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.

19. This Agreement shall remain valid up to 1 years from the date of completion of Operational and Functional testing.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department,

For Company

Name:

Name:

Title:

Title:

WITNESSES:

- 1.
- 2.

16. Annexure VII: Integrity Pact

(To be submitted along with pre-qualification bid)

(To be executed on Stamp Paper of Hundred (INR 100.00) Rupees Stamp Paper)

This Agreement (hereinafter called the Integrity Pact) is entered into on ----day of the -----
--month of 20---- between National Health Agency, acting through Shri -----
------(Name and Designation of the officer) (hereinafter referred to as the "NHA"
which expression shall mean and include, unless the context otherwise requires, his successors
in office and assigns) of the First Part and M/s. ------(Name
of the company) represented by Shri -----, Chief Executive Officer /
Authorised signatory (Name and Designation of the officer) (hereinafter called as the "Bidder
/ Seller" which expression shall mean and include, unless the context otherwise requires, his
successors and permitted assigns) of the Second Part.

WHEREAS THE NHA invites bid for the -----

------(Name of the Stores / Equipment / Service,
Tender No. & Date) and the Bidder / Seller is willing to submit bid for the same and

WHEREAS the BIDDER is a private Company / Public Company / Government Undertaking /
Partnership Firm / Ownership Firm / Registered Export Agency, constituted in accordance with
the relevant law in the matter and the NHA. NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any
influence / prejudiced dealings prior to, during and subsequent to the currency of the contract
to be entered into with a view to:-

Enabling the NHA to obtain the desired said stores / equipment/ services/ works at a competitive
price in conformity with the defined specifications by avoiding the high cost and the distortionary
impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure
the contract by providing assurance to them that their competitors will also abstain from bribing
and other corrupt practices and NHA will commit to prevent corruption, in any form, by its
officials by following transparent procedures. In order to achieve these goals, NHA will appoint
an external independent monitor who will monitor the tender process and execution of the
contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. COMMITMENTS OF NHA

- 1.1 NHA commits to take all measures necessary to prevent corruption and follow the system,
that is fair, transparent and free from any influence / prejudice prior to, during and

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subsequent to the currency of the contract to be entered into to obtain stores / equipment / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.

- 1.2 The NHA undertakes that no employee of the NHA, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.3 NHA will during tender process treat all bidders with equity and reason. The NHA before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the NHA with full and verifiable facts and the same is prima-facie found to be correct by the NHA, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NHA and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NHA the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NHA, connected directly or indirectly with the bidding process or to any NHA person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NHA or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with NHA for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with NHA.
- 2.4 The Bidders / Contractors will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal , in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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- 2.5 The Bidders/ Contractors will not commit any offence under relevant Anti-corruption Laws of India. Further, the Bidders will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by NHA as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Bidders / Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian Bidders shall disclose their foreign principals or associates.
- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the NHA or any agency/ organization/consultant working with NHA.
- 2.8 The Bidder will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with NHA
- 2.9 The Bidder will promptly inform the Independent External Monitor (of NHA) if he receives demand for a bribe or illegal payment / benefit and If the comes to know of any unethical or illegal practice in NHA
- 2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the NHA or his relatives.
- 2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3. PREVIOUS TRANSGRESSION

- 3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any Government Organization (PSU / Municipalities/ Central or State Government Departments) in India in respect of any corrupt practices envisaged hereunder that could justify Bidder's exclusion from the tender process.
- 3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

- 4.1 If the Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the NHA is entitled to exclude the bidder from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required.
- 4.2 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.

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- 4.3 The Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the NHA and NHA shall not be required to assign any reasons therefore.
- 4.4 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.5 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.6 If any outstanding payment is due to the Bidder from NHA in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.7 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by NHA along with interest.
- 4.8 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the NHA resulting from such cancellation / rescission and the NHA shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.9 Forfeiture of Performance Bond in case of a decision by the NHA to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.10 The decision of NHA to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.11 The Bidder accepts and undertakes to respect and uphold the absolute right of NHA to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.12 To debar the Bidders/ Contractors from participating in future bidding process of NHA for a minimum period of one year for similar scope of services.
- 4.13 Any other action as decided by NHA based on the recommendation by Independent External Monitors (IEMs).

5. INDEPENDENT EXTERNAL MONITOR/ MONITORS

- 5.1 The NHA appoints competent and credible Independent External Monitor (IEM) for this Pact. 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.
- 5.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the NHA.
- 5.3 Both the parties accept that the IEM has the right to access without restriction, to all documentation relating to the project / procurement, including minutes of meetings, provided the Bidder shall not be bound to provide any information pertaining to its project preparation and project learnings, i.e. internal costing for the project, budget estimates, work papers, know-hows, methodologies.
- 5.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub -contractors.

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- 5.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder, with confidentiality.
- 5.6 The NHA will provide to the IEM 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 parties. The parties will offer to the IEM the option to participate in such meetings.
- 5.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform NHA. The IEM can in this regard submit non-binding recommendations. If NHA has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the NHA.
- 5.8 The IEM will submit a written report to the NHA within 8 to 10 weeks from the date of service of intimation NHA. Should the occasion arise, Bidder to submit proposals for correcting problematic situations.
- 5.9 The word "IEM" would include both singular and plural.
- 5.10 Both the parties accept that the recommendation of IEM would be in the nature of advice and would not be legally binding. The decision of NHA in any matter / complain will be the final decision.

6. VALIDITY OF THE PACT

- 6.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of the NHA and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 6.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the NHA.

7. FACILITATION OF INVESTIGATION

- 7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the NHA or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. MISCELLANEOUS

- 8.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the NHA i.e. National Health Agency, Nirman Bhawan, New Delhi and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 8.2 If the Bidder is a partnership, this Agreement must be signed by all partners.
- 8.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

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The Parties hereby sign this Integrity Pact at -----on-----

	NHA	BIDDER
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	----- -----	----- -----
Dated	-----	-----
	WITNESS-1(NHA)	Witness-1(BIDDER)
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	----- -----	----- -----
Dated	-----	-----

17. Annexure VIII: Draft Contract

17.1. Draft Services Agreement

Contract Agreement No. _____/ Dated _____/

Services Agreement

This AGREEMENT (hereinafter called the “Agreement”) is made on the day of the month of 20...., between, on the one hand, National Health Agency, represented by [*] having its office located at [*] (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, [*] represented by [*] having its office located at [*] (hereinafter called the “Consultant” or “Agency” which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) The Authority had invited proposals vide its Request for Proposal for appointment of Communication Consultant (hereinafter called the “Consultancy”);

(B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and

(C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “LOA”); and

(D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

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1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 2.16 read with the provisions of RFP;
- (f) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India at the time of being hired;
- (i) “**INR, Re. or Rs.**” means Indian Rupees;
- (j) “**Man day**” means 9 (nine) man hours of work, excluding travel time;
- (k) “**Party**” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (l) “**Personnel**” means persons hired by the Consultant or by any Sub- Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- (m) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (n) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;

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(o) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;

(p) “**Sub-Consultant**” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and

(q) “**Third Party**” means any person or entity other than the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

(a) Agreement;

(b) Annexes of Agreement;

(c) RFP; and

(d) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

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(a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and

(b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 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.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;

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(b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority's Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by email and by registered acknowledgement due, air mail or by courier; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

1.8.1 The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.8.2 The Authority may require the Key Personnel to spend the required man hours at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

1.9 Authorised Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

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1.9.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:.....

Tel:

Mobile:

E-mail:

1.9.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:.....

Tel:

Mobile:

E-mail:

1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date") and shall continue to be in force for a period of 3 (three) years from the Effective Date.

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

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2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

2.4 Expiry of Agreement

Unless extended by the Parties by mutual consent, this Agreement shall expire upon the earlier of (i) expiry of a period of 60 (sixty) days after the delivery of the final Deliverable to the Authority; and (ii) the expiry of 3 (three) years from the Effective Date, whichever is later,.

If terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, the Authority shall make payments of all amounts due to the Consultant hereunder in accordance with Clauses 2.9.5.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

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Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

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(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

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

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including

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the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

(a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

(b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

(d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

(e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

(f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

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(g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 90 (Ninety) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

(a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 60 (sixty) days after receiving written notice from the Consultant that such payment is overdue;

(c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

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2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to Sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its 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 and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser

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to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Consultancy, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

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(i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;

(ii) was obtained from a third party with no known duty to maintain its confidentiality;

(iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

(iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

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

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(ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services. .

3.5 Accounting, inspection and auditing

The Consultant shall:

(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and costs, and the basis thereof (including the basis of the Consultant's costs and charges); and

(b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.6 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

(a) Appointing such members of the professional personnel as are not listed in Annex-2;

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or

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(c) any other action that is specified in this Agreement.

3.7 Reporting obligations

3.7.1 The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.7.2 The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel, to the Authority, in the format set out in Annex-8 hereto. Such time reports shall be submitted on the 15th and the last day of each calendar month by end of the business day and shall include the number of hours expended on the Consultancy by the Key Personnel on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.

3.8 Documents prepared by the Consultant to be property of the Authority

3.8.1 All reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.8.2 The Consultant shall, not later than 15 (fifteen) days of the termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

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3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “**Claims**”) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9 Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish to the Authority, within 15 (fifteen) days of the termination or expiration of this Agreement, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.10 Providing access to Consultant’s Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authorization from the Authority, are provided unrestricted access to the office of the Consultant and to all Personnel during office hours. The Authority’s official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.11 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected, if any, by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Consultancy, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Annex-2 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth and additional services, if any, may be made by the Consultant with prior written consent of the Authority, provided that (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent), and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement by more than 30% (thirty per cent) thereof. Any other adjustments shall only be made with the written approval of the Authority.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the additional work or the estimated periods of engagement of Personnel set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement by more than 30% (thirty per cent) thereof.

4.3 Approval of Personnel

4.3.1 The Key Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.

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4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

4.4.1 The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the Communication Expert shall be permitted only upon reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.4.2 The Consultant should specifically note that substitution of the Communication Expert will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. The Communication Expert must commit the time required for and be available for delivering the Consultancy in accordance with the terms specified herein.

4.4.3 In the event that any Key Personnel shall, in the opinion of the Authority, persistently fail in delivering the required quality of services, the Authority may by notice require the Consultant to substitute such Key Personnel. The Consultant shall thereupon substitute the Key Personnel as if such substitution is being done by the Consultant in accordance with the provisions of Clause 4.4.1.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's

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remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man-days of service. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Communication Expert and Project Manager

The person designated as the Communication Expert of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

Sub-Consultants if any to be employed under this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub- Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- b) facilitate prompt clearance through customs of any property required for the Services; and
- c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the offices of the Authority in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on –

- a) the time extension, as may be appropriate, for the performance of Services, and
- b) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value. All service tax and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Authority.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.

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6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clauses 4.2.2 and 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rs.).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clause 2.6, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees.

6.3.1 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- a) This provision shall be governed by Clause 6 (Payment Terms) of the RFP. The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
- b) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.

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- c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- d) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the “**Performance Security**”); provided, however, that the Consultant shall not be required to provide a Performance Security in the form of a bank guarantee.

7.1.2 Notwithstanding anything to the contrary contained in Clause 7.1.1, as and when payments become due to the Consultant for its Services, the Authority shall retain by way of Performance Security, 10% (ten per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of three months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Communication Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

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7.1.3 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.2 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages shall be imposed in accordance with Clause 7 of the RFP (Service Levels and Penalties) and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Consultancy or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8.FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the [*] of the Authority and the [*] of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the Indian Council of Arbitration for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English.

9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected,

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and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

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

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

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

Consultant:

Authority

(Signature)

(Signature)

(Name)

(Name)

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(Designation)

(Designation)

(Address)

(Address)

In the presence of:

ANNEXES TO THE AGREEMENT

Annex 1: Terms of Reference

(Reproduce Clause 4 - Scope of Work of the RFP)

Annex-2

Cost of Services

(Reproduce commercials as per Annexure-IV of the RFP)

Annex 4

Bank Guarantee for Performance Security

(Reproduce Annexure V with Actual Performance Security)

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Annex 5:

Non-Disclosure Agreement and Integrity Pact as per Annexure VI and VII of the RFP

Annex - 6

Fortnightly Delivery Report

[Format as mutually agreed between the parties]