



निटकॉन लिमिटेड
NITCON LTD.



CONSULTING | AUDITING | SKILLING | IT SOLUTIONS

Public Sector Government Organization

REQUEST FOR PROPOSAL

FOR

SELECTION OF AGENCY FOR DEVELOPMENT OF BRANDING & PUBLIC AWARENESS CAMPAIGN, DESIGN & PRODUCTION OF BRANDING / PUBLICITY MATERIAL STRENGTHENING THE INSTITUTIONAL PRESENCE OF NITCON LIMITED AND DISSEMINATION OF THE INFORMATION THROUGH VARIOUS PLATFORMS AS PER THE APPROVED CAMPAIGN STRATEGY

NIT No: NITCON/DEL/20/028/01; Dated: 05.06.2026

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(Serving since 1984, ISO 9001: 2015 certified, CMMI-3 Certified, CIBIL Rank 1 rating Public Organization)

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The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of the NITCON LIMITED (the Authority) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the authority to the prospective BIDDERS or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the authority 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 authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Information provided in this RFP is on a wide range of matters, some of which may depend upon 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense 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 or arising in any way for participation in this BID Stage (from NIT Publication till issue of Letter of Acceptance).

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in 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.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder, as the case may be for the Project and the Authority reserves the right to reject all or any of the BIDDERS or BIDs without assigning any reason whatsoever.

The Bidder 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 Authority, or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority 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.

This RFP is neither an agreement nor an offer by NITCON to the prospective bidders. The purpose of this document is only to provide information to interested parties. NITCON reserves the right, at its sole discretion and without assigning any reason, to accept or reject any or all bids, to modify, amend, suspend or cancel the tender process at any stage, and to vary any terms hereof, without incurring any liability. The information contained herein is indicative only; bidders must independently verify all facts and bear their own costs of bid preparation and participation, which shall not be reimbursed under any circumstances. NITCON shall not be liable for any loss or damage arising from reliance on this document. The Agency shall indemnify NITCON against all third-party claims, including those relating to infringement of copyright, trademark or other intellectual property in the content supplied.

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SECTION 1: NOTICE INVITING TENDER

NOTICE INVITING TENDER (SHORT TENDER)

On behalf of NITCON Limited bids are invited for following works, tender forms may be accessed by the eligible firms meeting the eligibility criteria from organisation's website: <https://nitcon.org/>

S. No.	Description of Work	Cost of Tender Form (Rs.)	Earnest Money Deposit (Rs.)	Contract Period (Months)
1.	Request for proposal for selection of agency for development of branding & public awareness campaign, design & production of branding / publicity material strengthening the institutional presence of NITCON limited and dissemination of the information through various platforms as per the approved campaign strategy	NIL	2,00,000 (Two Lakh Only) [MSE Exemption as per Section 3, Clause 20.1]	3 (Three)

Key Dates: -

S. No.	Description	Date and Time
1.	Date of Publication of Tender on Website	05.06.2026
2.	Date of Pre Bid Meeting	09.06.2026 @ 1500 Hrs. (VC Link: https://meet.google.com/rth-ogjq-jjs)
3.	Last date for submission of Pre-Bid Queries	09.06.2026
4.	Last date for submission of tender (Physical Copy at Delhi Office)	15.06.2026 till 1600 Hrs.
5.	Technical bid opening	15.06.2026 @ 1700 Hrs.
6.	Technical Presentation	16.06.2026 from 1500 Hrs.
7.	Financial Bid Opening	Will be notified later

Notes: -

- Tender Document and other details shall be available on Website: www.nitcon.org
- Amendment to NIT/ Pre Bid Queries responses, if any would be published on website only.
- NITCON reserves the right to extend last date and time for submission of bids at its own discretion.
- The EMD shall be deposited vide DD in favor of NITCON Limited payable at New Delhi.
- The bids are to be submitted in English only.
- No bidders shall submit more than one bid under this RFP
- In case any of the dates specified above is Government holiday, the next working day shall be considered.
- In-case of any clarification bidder may contact @ business@nitcon.org

-Sd-
Managing Director,
NITCON Limited, Delhi

SECTION 2. TERMS OF REFERENCE

1. Background and Context

- **NITCON Limited**, established in 1984, is a **premier Union Government Company** functioning under the administrative framework of the Government of India.
- The Company is incorporated under the provisions of the Companies Act, 1956 (now the Companies Act, 2013) and is subject to **statutory audit by the Comptroller and Auditor General (CAG) of India**; CIBIL Rank-1 status and CMMI Level-3 certification.
- Over the years, NITCON has evolved into a multidisciplinary public sector enterprise with a diversified mandate spanning: Infrastructure development and project management consultancy (PMC), Urban and industrial development, Integrated township planning and institutional infrastructure, Advisory services and implementation support for projects of strategic and national importance.
- NITCON has now been assigned as **Project implementation Unit (PIU)** for development of a **large-scale Residential Township Project** in the strategically significant **Siliguri–Jalpaiguri region of West Bengal**. The initiative is envisaged to drive regional economic growth, planned urbanisation, employment generation, institutional strengthening, and enhancement of socio-economic infrastructure in the region.
- The Siliguri–Jalpaiguri region is widely recognised as the "**Gateway to North-East India**." It holds immense economic, logistical, tourism, commercial, and geopolitical significance owing to its connectivity with the North-Eastern States, neighbouring countries, and major trade corridors.
- Given the scale, strategic importance, and public interface of the project, NITCON intends to undertake a **comprehensive, professionally managed Branding, Public Awareness, Institutional Visibility, and Information Dissemination Campaign across the Siliguri–Jalpaiguri region and other prominent locations of West Bengal.**

The campaign is to be conceived as an integrated institutional outreach programme to establish a strong, credible, visible, and enduring public presence of NITCON and its developmental initiatives:

- To ensure that **NITCON's branding carries detailed, impactful messaging with clear public resonance.**
- To firmly position **NITCON as a Government of India company** and project-implementation unit of national standing.
- To build and reinforce public confidence in **NITCON and its projects.**

- To create **trust and credibility for the township, industrial, and allied development initiatives.**
- To establish a strong, lasting institutional image of the **NITCON brand.**
- The campaign shall create awareness of NITCON's organisational profile, vision, mandate, developmental role, project initiatives, public engagement mechanisms, and institutional capabilities through a **strategically designed multi-platform communication and branding framework**, comprising:
 - Outdoor media and transit media;
 - Airport branding and railway station branding;
 - Digital outreach and public information systems;
 - Print media and promotional events;
 - Creative communication materials and technology-enabled dissemination platforms.
 - Strategic advertisement placements at high-visibility and high-footfall locations;
 - Branding and display installations at Bagdogra Airport and other key transit nodes;
 - Advertisement and publicity displays at major railway stations including New Jalpaiguri (NJP) Railway Station and Jalpaiguri Town Railway Station;
 - Display and branding activities at major traffic intersections, commercial corridors, public congregation zones, and gateway entry/exit points including Pani Tanki More, Siliguri and other prominent locations;
 - Development of integrated creative communication content, branding themes, campaign narratives, and institutional messaging;
 - Deployment of digital, social media, web-based, audio-visual, and multimedia outreach mechanisms;
 - Public awareness and stakeholder engagement campaigns for enhancing institutional visibility and citizen connect;
 - Preparation, production, installation, operation, maintenance, and periodic replacement of branding and publicity materials;
 - Media planning, campaign analytics, outreach assessment, and performance monitoring mechanisms;
 - Establishment of a unified and professionally curated brand identity aligned with the stature and objectives of NITCON Limited and the Township Project.

The proposed campaign is also intended to support wider objectives such as investor confidence building, stakeholder outreach, public participation, regional engagement,

project visibility enhancement, institutional positioning, and dissemination of developmental information in a transparent and impactful manner.

Accordingly, NITCON Limited intends to engage a reputed, experienced, professionally competent, and resourceful Branding / Advertising / Media / Communication Agency through a transparent competitive bidding process under this Request for Proposal (RFP). The selected agency shall be responsible for the conceptualisation, strategic planning, Creatives designing, production, deployment, execution, operation, maintenance, coordination, monitoring, and management of the comprehensive branding and public awareness campaign in accordance with the approved communication strategy and directions issued by NITCON Limited from time to time.

2. Vision

The vision of NITCON Limited under this initiative is to establish a strong, credible, visible, and future-ready institutional identity across the Siliguri–Jalpaiguri region and the State of West Bengal through an integrated, innovative, technology-driven, and citizen-centric branding and public awareness ecosystem that reflects the organisation’s developmental mandate, governance standards, infrastructure capabilities, and commitment towards regional transformation and nation-building.

The campaign aims to position NITCON Limited as a trusted public sector institution associated with sustainable urban development, infrastructure excellence, institutional integrity, and transformational growth initiatives of national significance.

3. Objectives

The primary objectives of the proposed assignment are as follows:

- a) Establishment of NITCON as a brand amongst prospective home buyers.**
- b) Generation of measurable leads, build sustained visibility across Siliguri-Jalpaiguri and adjoining districts.**
- c) To conceptualise, develop, and implement a comprehensive branding and public awareness campaign for NITCON Limited in the Siliguri–Jalpaiguri region and other identified locations.**
- d) To strengthen the institutional visibility, public outreach, and brand recall of NITCON Limited through strategic communication and professionally designed publicity interventions.**
- e) To create awareness regarding the organisational profile, mandate, developmental initiatives, and infrastructure projects being undertaken by NITCON Limited.**

- f)** To establish a consistent and unified visual identity, communication framework, and campaign strategy across all media and publicity platforms.
- g)** To undertake branding and promotional activities at key public locations including airports, railway stations, transit corridors, commercial zones, traffic junctions, public congregation points, and other high-footfall areas.
- h)** To design, produce, install, operate, maintain, and periodically update high-quality branding and publicity materials in accordance with approved standards and specifications.
- i)** To leverage digital platforms, social media, multimedia communication systems, and emerging outreach technologies for wider dissemination and citizen engagement.
- j)** To enhance public participation, stakeholder awareness, investor confidence, and institutional credibility through structured communication and outreach initiatives.
- k)** To ensure effective dissemination of information relating to the Township Project and associated developmental activities in a transparent, accessible, and impactful manner.
- l)** To develop measurable communication outcomes through campaign monitoring, outreach assessment, impact evaluation, and periodic reporting mechanisms.
- m)** To support long-term institutional positioning of NITCON Limited as a leading public sector organisation engaged in strategic infrastructure and regional development initiatives.

4. Aim of the Assignment

The aim of this assignment is to appoint a professionally competent agency for end-to-end conceptualisation, planning, Creatives development, production, deployment, dissemination, operation, maintenance, monitoring, and management of a comprehensive Branding & Public Awareness Campaign for NITCON Limited in connection with the Residential Township Project in the Siliguri–Jalpaiguri region.

The assignment shall broadly cover development of campaign strategy, creative communication materials, branding assets, multimedia publicity content, outdoor and transit media deployment, digital dissemination, institutional promotion, stakeholder engagement, campaign execution, and integrated communication management through various online and offline platforms in accordance with the approved campaign framework and directions of NITCON Limited.

The selected agency shall be responsible for ensuring that the campaign effectively enhances institutional visibility, strengthens public engagement, improves regional

outreach, and establishes a strong and positive brand presence of NITCON Limited across the identified geography and stakeholder ecosystem.

5. Target Audience

The proposed Branding & Public Awareness Campaign of NITCON Limited shall be strategically designed to reach and engage a diverse spectrum of stakeholders, institutions, organisations, investors, citizens, and prospective beneficiaries across the Siliguri–Jalpaiguri region, the State of West Bengal, and adjoining areas of strategic importance. The campaign shall aim to establish wide public visibility, institutional credibility, and stakeholder confidence regarding the developmental initiatives and organisational capabilities of NITCON Limited.

The indicative target audience shall include, but not be limited to, the following categories:

- a) General Public and Citizens residing in the Siliguri–Jalpaiguri region and surrounding urban and semi-urban areas;
- b) Prospective Home Buyers, Commercial Investors, Institutional Investors, Real Estate Stakeholders, and End Users associated with the proposed Township Project;
- c) NRIs, Teachers & professionals, Business Community, Investors, Neighbourhood, Middle income Group;
- d) Government Officials, Public Representatives, Policy Makers, Regulatory Authorities, Urban Development Agencies, and Administrative Institutions at Central, State, and Local levels;
- e) Business Communities, Industrial Associations, Trade Bodies, Entrepreneurs, Start-ups, and MSMEs operating in the region;
- f) Tourists, Transit Passengers, Commuters, and Visitors travelling through major transportation hubs including airports, railway stations, highways, and transit corridors;
- g) Banking Institutions, Financial Institutions, Housing Finance Companies, Insurance Agencies, and Investment Facilitation Organisations;
- h) Educational Institutions, Universities, Professional Bodies, Technical Institutions, and Skilled Workforce Communities;
- i) Media Organisations, Print Media, Digital Media, Social Media Audiences, Influencers, and Communication Networks;
- j) Resident Welfare Associations (RWAs), Civil Society Organisations, Community Groups, and Local Stakeholder Bodies;
- k) Existing and Potential Strategic Partners, Consultants, Contractors, Vendors, and Service Providers associated with infrastructure and township development activities;

- I) Government Employees, PSU Employees, Defence Personnel, Railway Personnel, Banking Sector Employees, and other organised workforce groups identified as potential stakeholders and beneficiaries;

The campaign strategy shall accordingly adopt a multi-dimensional communication approach incorporating outdoor media, transit media, digital media, audio-visual communication, print campaigns, social outreach, institutional engagement, and technology-enabled dissemination mechanisms to ensure effective reach, visibility, public engagement, and stakeholder participation across all identified target groups.

6. SCOPE OF WORK

The agency shall develop a communication and branding strategy aimed at positioning **NITCON as a project implementation unit for development of a large-scale Residential Township Project** in the **strategically significant Siliguri–Jalpaiguri region of West Bengal**.

The campaign shall focus on:

- Trust building
- Credibility enhancement
- Project assurance
- Transparency in implementation
- Institutional strength (Government)
- Governance standards — NITCON being a CAG-audited Government organisation

The agency shall design the Communication material to:

- **Gain confidence** level among prospective home buyers / investors
- Create awareness among the masses about NITCON and its upcoming prestigious project.
- Publicise NITCON as an organisation providing housing, to the target beneficiaries

The selected Agency shall act as a complete Branding, Advertising, Publicity, Media Planning, and Campaign Management Agency for NITCON and shall be responsible for **end-to-end conceptualisation, strategic planning, Creatives development, production, media procurement, implementation, execution, monitoring, maintenance, coordination, reporting, and successful completion of the entire Branding & Publicity Campaign during the contract period.**

The scope of work shall not be construed as limited merely to designing creatives or releasing advertisements. The Agency shall be fully responsible for the entire lifecycle of the campaign including preparation of detailed branding and communication

strategy, identification of target audience, media planning, deployment of professional manpower, conceptualisation and development of publicity material, hiring/renting of outdoor media spaces, execution of branding activities across approved locations, campaign management, maintenance of publicity infrastructure, public outreach, digital promotion, documentation, and performance monitoring.

The Agency shall comply with DIPB/ DAVP/ CBC guidelines and all other applicable Acts, Rules, Regulations, Guidelines, Policies and directions issued by the Government of India, and concerned statutory/regulatory authorities relating to branding, advertisement, media communication, public broadcasting, digital promotion and publicity activities, as amended from time to time.

The Agency shall be solely responsible for obtaining all necessary approvals, permissions and statutory clearances required for execution of the work. Any non-compliance shall be treated as a material breach of contract and may lead to appropriate action by the Employer.

The Agency represents and warrants that it does not, and shall not at any time during the contract, employ or engage child labour in contravention of the Child Labour (Prohibition and Regulation) Act, 1986 (as amended) or any other applicable law, in the execution of any work assigned under this RFP. The Agency further undertakes that no creatives, audio-visual or publicity material produced hereunder shall depict, encourage or glorify child labour or otherwise violate applicable laws relating to the protection of children. Breach of this clause shall constitute sufficient ground for termination and forfeiture of EMD/Performance Security, without prejudice to any other remedy available to NITCON

The Agency shall observe the highest standards of ethics and the Code of Integrity prescribed under Rule 175 of GFR 2017 during the bidding process and throughout the assignment. The Agency shall not, directly or indirectly, indulge in any corrupt, fraudulent, collusive or coercive practice, nor offer any inducement to any official of NITCON or the client department. All creative content shall conform to the ASCI Code, the Indecent Representation of Women (Prohibition) Act, 1986 and all applicable laws, and shall be truthful, decent and not misleading. Any violation shall render the bid liable to rejection or termination and may attract debarment

The Agency shall function as a single-point comprehensive implementation agency and shall independently coordinate with all concerned authorities, media owners, advertising agencies, airport authorities, railway authorities, municipal bodies, printers, broadcasters, event managers, vendors, digital platforms, and statutory

authorities required for successful execution of the assignment. The detailed scope under this component shall include, but not be limited to, the following:

6.1. Detailed Branding, Communication and Publicity Campaign Strategy Development

The Agency shall undertake a detailed study and assessment of the institutional profile, mandate, outreach objectives, target beneficiaries, operational geography, communication requirements, public engagement expectations, and visibility goals of NITCON and prepare a comprehensive and professionally structured Branding & Publicity Campaign Strategy for approval of NITCON.

The Agency shall prepare a detailed integrated communication and outreach framework covering all offline and online publicity activities proposed under the assignment. The Branding & Publicity Campaign Strategy shall include, inter alia:

6.1.1. Institutional Branding Framework

- a) Preparation of a comprehensive institutional branding strategy for positioning and strengthening the public image and visibility of NITCON;
- b) Development of a unified campaign philosophy and communication architecture;
- c) Creation of institutional branding standards and identity framework;
- d) Preparation of brand positioning strategy aligned with the objectives and institutional mandate of NITCON;
- e) Development of branding themes reflecting skill development, training, employability, industrial engagement, youth empowerment, entrepreneurship, innovation, and public outreach;
- f) Creation of branding narratives highlighting the achievements, services, initiatives, training programmes, public benefits, and institutional strengths of NITCON.

6.1.2. Campaign Communication Strategy

The Agency shall prepare a comprehensive communication strategy covering:

- a) Campaign objectives and expected outcomes;
- b) Target audience segmentation;
- c) Geographical outreach strategy;
- d) Communication channels and media mix;
- e) Message dissemination methodology;
- f) Visibility enhancement mechanisms;
- g) Public engagement strategy;
- h) Media engagement strategy;
- i) Awareness generation methodology;
- j) Digital outreach framework;

- k) Outreach frequency and campaign scheduling;
- l) Seasonal/event-based publicity planning;
- m) High-impact visibility intervention strategy;
- n) Integrated multimedia communication plan.

6.1.3. Audience and Stakeholder Mapping

The Agency shall identify and categorise target audiences as per clause 5 of this section -2. The Agency shall formulate customised communication approaches and media strategies for each stakeholder category.

6.1.4. Media Planning and Deployment Strategy

The Agency shall prepare a detailed media planning document including:

- a) Media-wise publicity deployment plan;
- b) Outdoor media deployment schedule;
- c) Airport branding strategy;
- d) Railway station branding strategy;
- e) Print media insertion plan;
- f) Radio campaign scheduling;
- g) Digital media dissemination plan;
- h) Social media engagement calendar;
- i) Public outreach activity plan;
- j) City-wise and location-wise branding strategy;
- k) Phase-wise campaign rollout plan;
- l) Media visibility analysis and justification;
- m) Footfall-based media deployment strategy;
- n) High-traffic and high-visibility site mapping;
- o) Frequency and duration of advertisements;
- p) Recommended media sizes, formats, and specifications.

6.1.5. Campaign Implementation Plan

The Agency shall prepare:

- a) Detailed implementation methodology;
- b) Time-bound action plan;
- c) Month-wise execution schedule;
- d) Resource deployment plan;
- e) Approval workflow and Creatives submission schedule;
- f) Installation and mobilisation schedule;
- g) Maintenance and monitoring framework;
- h) Risk mitigation and contingency planning;
- i) Replacement and restoration mechanisms for damaged publicity material;

j) Escalation matrix and coordination mechanism.

The Branding & Publicity Campaign Strategy prepared by the Agency shall be submitted to NITCON in detailed presentation and report format for approval prior to commencement of implementation activities.

The Agency shall revise, improve, redesign, restructure, or modify the campaign strategy based on observations and directions issued by NITCON without any additional financial implication.

6.2. Deployment of Dedicated Professional Team and Technical Resources

The Agency shall deploy a qualified, experienced, technically competent, and professionally skilled multidisciplinary team throughout the contract period for effective implementation of the assignment.

The Agency shall ensure deployment of adequate manpower and domain experts, as may be required including, but not limited to:

- a) Campaign Director/Project Head;
- b) Brand Strategy Experts;
- c) Media Planning Specialists;
- d) Creative Directors;
- e) Graphic Designers and Visualisers;
- f) Content Writers and Copy Editors;
- g) Hindi, English, and Bengali language experts/translators;
- h) Audio Production and Radio Campaign Specialists;
- i) Photography and Videography Personnel;
- j) Outdoor Advertising Supervisors;
- k) Fabrication and Installation Teams;
- l) Client Servicing and Coordination Executives;
- m) Data Analytics and Reporting Personnel.

The Agency shall ensure that the deployed personnel possess adequate experience in branding, advertising, communication campaigns, media operations, public outreach, and large-scale publicity management.

The Agency shall maintain adequate supervisory and operational staff for continuous campaign monitoring, field verification, site maintenance, and coordination with stakeholders.

6.3. Creatives Conceptualisation, Designing, Content Development and Production

The Agency shall undertake complete responsibility for conceptualisation, design development, content creation, production, adaptation, and finalisation of all

publicity, awareness, branding, promotional, and communication material required under the assignment.

The Agency shall create original, high-quality, innovative, informative, and professionally designed creatives aligned with the approved campaign strategy.

The scope shall include:

6.3.1. Design and Creatives Development

- a) Development of campaign identity, branding templates, visual standards, and design systems;
- b) Development of campaign-wise communication themes and publicity concepts;
- c) Preparation of publicity artwork and branding creatives;
- d) Development of multilingual content in English, Hindi, and Bengali;
- e) Preparation of typography standards, colour palettes, iconography, and visual identity systems;
- f) Preparation of awareness creatives and institutional communication material;
- g) Designing of static creatives, posters, banners, standees, and display material;
- h) Development of animated creatives and motion graphics;
- i) Preparation of digital display creatives and multimedia content;
- j) Development of infographics, awareness illustrations, and engagement content;
- k) Preparation of event branding and outreach material.

6.3.2. Video, Audio and Multimedia Production

The Agency shall:

- a) Conceptualise and produce short promotional films and awareness videos;
- b) Develop reels, social media shorts, awareness clips, and digital campaigns;
- c) Undertake professional videography, scripting, editing, subtitling, animation, dubbing, and post-production;
- d) Prepare radio scripts, promotional audio campaigns, voice-overs, and FM jingles;
- e) Undertake studio recording, music integration, sound editing, and audio mastering;
- f) Prepare multimedia content suitable for social media, LED screens, digital displays, and outdoor dissemination.

6.3.3. Adaptation and Media Compatibility

The Agency shall ensure that all creatives and publicity material are:

- a) Media compatible;
- b) Dimension compliant;
- c) High-resolution;
- d) Print-ready;

- e) Digitally optimised;
- f) Linguistically accurate;
- g) Culturally appropriate;
- h) Technically suitable for intended display platforms.

The Agency shall submit all concepts, drafts, scripts, artwork, layouts, videos, audio files, and publicity material to NITCON for review and approval prior to release or deployment.

All modifications, revisions, corrections, redesigning, resizing, language improvements, editing, or reformatting suggested by NITCON shall be carried out by the Agency without any additional cost.

6.4. Production, Printing, Fabrication and Installation of Branding Material

The Agency shall undertake complete responsibility for production, printing, fabrication, transportation, logistics, installation, deployment, maintenance, dismantling, and removal of all branding and publicity material required under the campaign. The scope shall include:

- a) Printing and fabrication of hoardings, flexes, vinyls, banners, posters, standees, backdrops, kiosks, signages, danglers, canopies, unipoles, LED branding panels, glow sign boards, backlit displays, directional signage, and outdoor display systems;
- b) Procurement of high-quality raw materials and printing substrates;
- c) Structural fabrication and support systems for outdoor displays;
- d) Provision of lighting, illumination, electrical fittings, and display accessories;
- e) Transportation and safe handling of fabricated materials;
- f) Installation at approved sites using appropriate safety mechanisms;
- g) Periodic maintenance, cleaning, inspection, repair, replacement, and upkeep;
- h) Dismantling and site restoration after completion of campaign period.

The Agency shall ensure that all fabricated structures and installed publicity material are structurally stable, weather-resistant, aesthetically maintained, and compliant with applicable safety standards and statutory regulations.

6.5. Outdoor Media Procurement, Site Hiring, Media Booking and Publicity Deployment

The Agency shall independently undertake complete outdoor media procurement, site identification, media booking, rental/hiring of outdoor spaces, and deployment of advertisements under the approved campaign strategy. The Agency shall:

- a) Conduct site surveys and visibility assessment studies;
- b) Identify high-footfall and high-visibility locations;
- c) Assess traffic movement, audience density, and media exposure potential;

- d) Prepare location-wise outdoor media inventory;
- e) Negotiate with media owners and site holders;
- f) Take on rent/lease suitable outdoor advertising spaces;
- g) Book airport media inventory, railway station media spaces, municipal advertising spaces, private hoardings, transit media, and commercial display spaces;
- h) Coordinate with authorised advertising agencies and media concessionaires;
- i) Ensure uninterrupted display during the approved campaign duration;
- j) Deploy approved creatives at strategic and approved locations;
- k) Maintain visibility, illumination, and display quality throughout the contract period.

The Agency shall be solely responsible for payment of:

- a) Media rental charges;
- b) Site hiring fees;
- c) Media booking charges;
- d) Printing and fabrication expenses;
- e) Installation and dismantling expenses;
- f) Transportation and logistics;
- g) Electricity and illumination charges;
- h) Repair and maintenance costs;
- i) Labour charges;
- j) Insurance;
- k) Local taxes, duties, royalties, and statutory fees.

6.6. Integrated Campaign Execution and Public Outreach Management

The Agency shall undertake complete execution and management of the integrated publicity campaign including:

- a) Airport branding and media deployment;
- b) Railway station branding and passenger-area publicity;
- c) Outdoor hoardings and transit publicity;
- d) Print media advertisements;
- e) FM radio campaigns;
- f) Social media campaigns and digital outreach;
- g) Online audience engagement activities;
- h) Public outreach and awareness programmes;
- i) Event branding and promotional activities;
- j) Photography, videography, documentation, and campaign reporting.

The Agency shall ensure proper coordination, timely mobilisation, uninterrupted execution, and effective public visibility throughout the contract period.

6.7. Monitoring, Quality Control and Campaign Performance Management

The Agency shall establish an effective monitoring and quality assurance mechanism for continuous supervision and maintenance of the campaign.

The Agency shall:

- a) Conduct regular field inspections;
- b) Monitor condition and visibility of publicity material;
- c) Replace damaged or faded advertisements immediately;
- d) Ensure uninterrupted display and illumination;
- e) Track campaign outreach and audience engagement;
- f) Monitor social media performance and digital analytics;
- g) Provide geo-tagged and date-stamped photographic evidence;
- h) Maintain display inventory and maintenance records;
- i) Prepare weekly and monthly performance reports including for activities completed, Media Deployed etc.
- j) The Agency shall develop and maintain an online dashboard for monitoring the progress and performance of all digital and social media activities undertaken under the Assignment and shall provide NITCON with access to the same throughout the Contract Period.

The Agency shall ensure compliance with all applicable advertising standards, statutory provisions, municipal regulations, airport regulations, railway regulations, copyright laws, and public communication guidelines.

The agency shall immediately repair or replace any damaged banners or malfunctioning digital advertisements at its own cost. No additional charges shall be payable towards maintenance, repair or replacement of worn-out materials.

6.8. Ownership, Intellectual Property Rights and Usage Rights

All branding concepts, publicity strategies, campaign plans, communication material, creatives, artwork, photographs, videos, audio recordings, publicity designs, social media content, reports, documents, and branding assets developed under this assignment shall remain the sole and exclusive intellectual property of NITCON.

NITCON shall have perpetual, unrestricted, irrevocable, and royalty-free rights for future use, modification, adaptation, publication, reproduction, dissemination, display, storage, distribution, or deployment of all materials developed under the contract.

The Agency shall not use, reproduce, publish, disclose, or commercially exploit any material developed under this assignment without prior written approval of NITCON.

7. ENGAGEMENT PERIOD, DELIVERABLES & PAYMENT TERMS

The Selected agency shall begin the work from the day of the issuance of Letter of Acceptance. The Duration of the Engagement would be for 3 Months from the date of signing the contract. The Agency has to complete their all formalities / readiness for delivering the services as stated herein above. The Activity head wise timeline is as follows:

The bidder shall raise invoice as under for the payment of fee as per the schedule of Payment hereunder: -

S. No.	Stage / Period	Major Deliverables	Timeline	Payment Eligibility
1	Submission of Branding & Publicity Campaign Strategy and Mobilisation	Submission and approval of detailed Branding & Publicity Campaign Strategy, Media Plan, Communication Framework, Site Identification Plan, Creatives Concepts, Deployment Schedule, Activity Timeline, Team Mobilisation Plan, and commencement of preparatory activities	Within 7 Days from issuance of LoA	25% of the Amount Quoted for BoQ #1
2	First Monthly Execution and Initial Campaign Rollout	Approval and deployment of creatives; installation of branding material at approved locations; commencement of airport, railway station, outdoor, print, radio, and digital campaigns; submission of monthly progress report with supporting documents	End of Month-1	Payment against actual work executed during Month-1 and 25% of the Amount Quoted for BoQ #1
3	Second Monthly Execution and Campaign Continuation	Continuation of campaign activities including maintenance of displays, media releases, social media management, awareness activities/events, replacement of damaged material, and submission of progress reports with documentary evidence	End of Month-2	Payment against actual work executed during Month-2 and 25% of the Amount Quoted for BoQ #1
4	Final Campaign Execution, Closure and Completion	Completion of all campaign activities; continued maintenance during contract period; removal of temporary branding material; submission of final completion report including photographs, analytics, media proofs, permissions, invoices, event documentation, and campaign summary	End of Month-3 / Completion of Assignment	Final payment against actual work executed during Month-3 + 25% of the Amount Quoted for BoQ #1 and satisfactory completion of assignment

Notes:

- a) Payment shall be released on a periodic basis against the actual work executed and satisfactorily completed during the respective month (as per the timelines stated above),

subject to verification and certification by NITCON. The Agency shall submit monthly invoices/bills along with the following supporting documents:

- Site-wise photographs of installed branding materials;
- Geo-tagged photographs wherever applicable;
- Copies of newspaper advertisements;
- Proof of radio broadcasts;
- Social media activity reports and analytics;
- Event photographs;
- Copies of permissions and media booking documents;
- Any other documentary proof as required by NITCON.

- b)** Payments shall be processed only after satisfactory verification of the work by NITCON or its authorised representative.
- c)** NITCON shall endeavour to release payments within thirty (30) days from the date of receipt of complete and correct bills along with supporting documents.
- d)** GST shall be paid extra as applicable under prevailing Government rules, subject to submission of valid GST invoices.
- e)** Statutory deductions including TDS and any other applicable deductions shall be made as per prevailing rules and regulations.
- f)** In case any work is found incomplete, defective, non-compliant, or unsupported by documentary proof, NITCON reserves the right to withhold or proportionately deduct payment for such work.
- g)** The Agency shall maintain proper records, bills, invoices, and vouchers related to the assignment and shall produce the same for inspection whenever required by NITCON.

8. PENALTIES

The bidder is liable for penalties in case of delays and mishappening, and during the assignment as per the details as stated below:

S. No.	Nature of Default	Penalty
1	Delay in submission of Branding & Publicity Campaign Strategy beyond stipulated timeline	₹2,000 per day of delay subject to maximum 10% of Contract Value
2	Delay in deployment of approved publicity material/campaign activities	₹2,000 per day per activity/location
3	Failure to display advertisement at approved location during campaign period	Deduction on pro-rata basis for non-display period + additional penalty of ₹5,000 per instance

S. No.	Nature of Default	Penalty
4	Damaged, faded, torn, poorly maintained, or non-illuminated display not rectified within 24 hours of notice	₹5,000 per site per day
5	Non-submission of weekly/monthly reports within stipulated timeline	₹2,500 per report per day
6	Publishing/displaying unapproved creatives or content	₹10,000 per instance and immediate removal at Agency's cost
7	Failure to obtain required permissions/NOCs resulting in removal/stoppage of publicity material	Actual losses incurred by NITCON + ₹10,000 penalty per instance
8	Non-conduct of approved awareness activity/event	Deduction of full activity cost + 10% administrative penalty
9	Any other breach of contractual obligation affecting campaign visibility or reputation of NITCON	Penalty as determined by NITCON subject to maximum 10% of Contract Value

9. Quality Standards and Maintenance

- a) All printing, fabrication, branding material, illumination systems, and installations shall be of high professional quality and suitable for outdoor/public display applications.
- b) All outdoor media shall be weather-resistant, waterproof, fade-resistant, and capable of withstanding normal environmental conditions during the campaign period.
- c) The Agency shall ensure proper finishing, readability, structural stability, colour quality, and visual appeal of all branding materials.
- d) Any damaged, faded, torn, distorted, poorly illuminated, improperly installed, or substandard material identified by NITCON shall be repaired or replaced by the Agency within Twenty-four (24) hours at no additional cost.
- e) The Agency shall undertake regular inspection and maintenance of all installed media during the contract period.
- f) NITCON reserves the right to reject any material, design, fabrication, or installation not conforming to approved specifications or quality standards.
- g) Rejected or defective materials shall be replaced within reasonable time by the Agency without any financial implication to NITCON.

10. Ownership and Intellectual Property Rights

- a) All Creatives concepts, designs, artwork, logos, layouts, photographs, videos, jingles, scripts, recordings, digital content, campaign materials, and any other intellectual property developed under the assignment shall remain the sole and exclusive property of NITCON.

- b)** The Agency shall not use, reproduce, publish, circulate, modify, or commercially exploit any material developed for NITCON without prior written approval of NITCON.
- c)** NITCON shall have unrestricted rights to use, reproduce, modify, publish, adapt, archive, or disseminate the material in any form and through any medium.
- d)** The Agency shall ensure that no copyrighted or third-party proprietary material is used without proper authorisation/licensing.
- e)** The Agency shall indemnify NITCON against any copyright infringement, intellectual property dispute, or third-party claim arising out of the work executed by the Agency.

SECTION 3: INSTRUCTIONS TO BIDDERS AND BID DATA SHEET

INSTRUCTION TO BIDDERS

A. GENERAL PROVISIONS

1. Definitions

- 1.1. "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
- 1.2. "Applicable Law" means the laws and any other instruments having the force of law in the AUTHORITY's country i.e., INDIA, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
- 1.3. "AUTHORITY" Means the implementing agency which is NITCON LIMITED represented by Competent Authority, that signs the Contract for the Services with the selected Bidder.
- 1.4. "Bank" means Nationalized / Scheduled Commercial Banks.
- 1.5. "Bidder"/ "Agency" means a legally established professional Branding & Publicity firm or an entity that may provide or provide the Services to the AUTHORITY under the Contract.
- 1.6. "Contract" means a legally binding written agreement signed between the AUTHORITY and the Bidder and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- 1.7. "Data Sheet" means an integral part of the Instructions to BIDDERS (ITB) Section 3 that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITB.
- 1.8. "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the AUTHORITY. It excludes the AUTHORITY's official public holidays.
- 1.9. "Professionals" means, collectively, Key Professionals, Non-Key Professionals, or any other personnel of the Bidder.
- 1.10. "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the Data Sheet, distributed, or received through the electronic-procurement system used by the AUTHORITY) with proof of receipt;
- 1.11. "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the

members of the JV are jointly and severally liable to the AUTHORITY for the performance of the Contract.

1.12. "Venue(s)" means the venues identified by the Authority as specified in the Scope of Work.

1.13. "ITB" (this Section 3 of the RFP) means the Instructions to Bidders that provides the BIDDERS with all information needed to prepare their Proposals.

1.14. "Proposal" means the Technical Proposal and the Financial Proposal of the Bidder.

1.15. "RFP" means the Request for Proposals to be prepared by the AUTHORITY for the selection of BIDDERS.

1.16. "Services" means the work to be performed by the Bidder pursuant to the Contract.

1.17. "Terms of Reference (TOR)" (Section 2 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the AUTHORITY and the Bidder, and expected results and deliverables of the assignment.

2. Introduction

2.1. The AUTHORITY named in the Data Sheet intends to select a Bidder from the eligible BIDDERS those have participated in the bidding process, in accordance with the method of selection specified in the Data Sheet.

2.2. The BIDDERS are invited to submit a Technical Proposal and a Financial Proposal, or as specified in the Data Sheet, for Branding & Publicity services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder.

2.3. The BIDDERS should familiarise themselves with the conditions of the assignment and take them into account in preparing their Proposals, including attending a Pre-Bid Meeting if the same is specified in the Data Sheet. Attending any such Pre-Bid Meeting is optional and is at the BIDDERS' expense.

2.4. The AUTHORITY will timely provide, at no cost to the BIDDERS, the inputs, relevant project data, and reports required for the preparation of the Bidder's Proposal as specified in the Data Sheet.

3. Contents of the Bid Document

3.1. The Bid Document shall comprise of the following unless specified in the Bid Data Sheet:

1. NIT with all amendments.
2. Instructions to Bidder,

3. Terms of Reference,
4. Conditions of Contract
5. Technical and Financial Bid
6. Letter of Acceptance
7. Agreement and
8. Any other document(s), as specified

4. Conflict of Interest

- 4.1.** The Bidder is required to provide professional, objective, and impartial services, at all times holding the AUTHORITY's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 4.2.** The Bidder has an obligation to disclose to the AUTHORITY any situation of actual or potential conflict that impacts its capacity to serve the best interest of the AUTHORITY. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract.
- 4.3.** Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:

a. Conflicting Activities

Conflict between Branding & Publicity activities and procurement of goods, works or non-Branding & Publicity services: a firm that has been engaged by the AUTHORITY to provide goods, works, or non-Branding & Publicity services for a project, or any of its Affiliates, shall be disqualified from providing Branding & Publicity services resulting from or directly related to those goods, works, or non-Branding & Publicity services.

b. Conflicting Assignments

Conflict among Branding & Publicity assignments: a Bidder or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another AUTHORITY.

c. Conflicting Relationships

Relationship with the AUTHORITY's staff: a Bidder that has a close family relationship with a professional staff of the AUTHORITY (or of the AUTHORITY, or of implementing agency) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.

5. Unfair Competitive Advantage

5.1. Fairness and transparency in the selection process require that the BIDDERS or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the AUTHORITY will indicate in the Data Sheet and make available to all the BIDDERS together with this RFP all information that would in that respect give such Bidder any unfair competitive advantage over competing BIDDERS.

6. Fraud and Corruption

6.1. The AUTHORITY requires that BIDDERS observe the highest standard of ethics during the procurement and execution of contract. In pursuance of this policy, the AUTHORITY:

- i. may reject the bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- ii. may debar the Bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

6.2. For the purposes of this provision, the terms set forth above are defined as follows:

- a. “**Corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. “**Fraudulent practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- c. “**Coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d. “**Collusive practice**” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

7. Eligibility

7.1. The AUTHORITY permits BIDDERS (Proprietorship, Partnership Firm, LLP, Private Limited, Public Limited and Registered Partnership firms,) from India (Refer Data Sheet) to offer services stated in the ToR.

7.2. Furthermore, it is the Bidder's responsibility to ensure that its Professionals, agents (declared or not), BIDDERS, suppliers and/or their employees meet the eligibility requirements as established in this RFP.

7.3. As an exception to the foregoing ITB 7.1 and ITB 7.2 above:

a. Prohibitions

- i. Firms and individuals of a country may be ineligible if so indicated in Data Sheet (Eligible Countries) and:
 - a. as a matter of law or official regulations, the AUTHORITY's country prohibits commercial relations with that country, provided that such exclusion does not preclude effective competition for the provision of Services required; or
 - b. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the AUTHORITY's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

b. Restrictions for State-Owned Enterprises

- i. State-owned enterprises or institutions in the AUTHORITY s' country may be eligible to compete and be awarded a contract only if they can establish, in a manner, that they:
 - a. are legally and financially autonomous,
 - b. operate under commercial law, and are not under supervision of the AUTHORITY.

c. Restrictions for Public Employees

- i. Government officials and civil servants of the AUTHORITY s' country is not eligible to be included as Professionals, individuals, or members of a team of Professionals in the Bidder's Proposal unless:
 - a. the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
 - b. their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the AUTHORITY.

B. PREPARATION OF PROPOSALS

8. General Considerations

8.1. In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

9. Cost of Preparation of Proposal

- 9.1.** The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the AUTHORITY shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- 9.2.** The AUTHORITY is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

10. Language

- 10.1.** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the AUTHORITY, shall be written in the language(s) specified in the Data Sheet.

11. Documents Comprising the Proposal

- 11.1.** The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 11.2.** If specified in the Data Sheet, the Bidder shall include a statement of an undertaking of the Bidder to observe, in competing for and executing a contract, the AUTHORITY country's laws against fraud and corruption (including bribery).

12. Only One Proposal

- 12.1.** The Bidder (including the individual members) shall submit only one Proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude the Bidder's staff from participating as Professionals in more than one Proposal when circumstances justify and if stated in the Data Sheet.

13. Proposal Validity

- 13.1.** Proposals shall remain valid until the date specified in the Data Sheet or any extended date if amended by the AUTHORITY in accordance with ITB 13.1.1. During this period, the Bidder shall maintain its original Proposal without any change, including the availability of the Professionals, the proposed rates, and the total price.

13.1.1. Extension of Proposal Validity

- a.** The AUTHORITY will make its best effort to complete the technical discussions and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the AUTHORITY may request, in writing, all BIDDERS who

submitted Proposals prior to the submission deadline to extend the Proposals' validity.

- b. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Professionals.
- c. The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

13.2. The selected bidder shall not sub-contract to any other agency to secure or perform work under this RFP. In case any specialized services are required from other agency by the selected bidder, it shall be placed in the bid with details of work for which agency is to be onboarded.

14. Clarification and Amendment of RFP

14.1. The Bidder may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the AUTHORITY's address indicated in the Data Sheet. The AUTHORITY will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all the BIDDERS through Public Procurement Portal. Should the AUTHORITY deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

14.1.1. At any time before the proposal submission deadline, the AUTHORITY may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be uploaded on the website only and will be binding on them.

14.1.2. If the amendment is substantial, the AUTHORITY may extend the proposal submission deadline to give the BIDDERS reasonable time to take an amendment into account in their Proposals.

14.2. Authority shall have all the rights to amend the scope of services defined in the Terms of Reference if so in the interest of the success of the event. Any reduction in the scope of services prior to award shall be informed to all the bidders.

14.3. The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the submission deadline.

15. Preparation of Proposals Specific Considerations

15.1. While preparing the Proposal, the Bidder must give particular attention to the following:

15.1.1. Deleted

15.1.2. The AUTHORITY may indicate in the Data Sheet the estimated Professionals' time input (expressed in person-month) or the AUTHORITY's estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Bidder's own estimates for the same.

16. Technical Proposal Format and Content

16.1. The Technical Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP and shall comprise the documents listed in the Data Sheet. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

16.1.1. Bidder shall not propose alternative Professionals. Only one CV shall be submitted for each Professional position. Failure to comply with this requirement will make the Proposal non-responsive.

16.1.2. Depending on the nature of the assignment, the BIDDERS required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 4 of the RFP.

17. Financial Proposal

17.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 5 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Resources deployed, (b) Charges for production & development, (c) charges incurred in travel lodging and boarding indicated in the Data Sheet.

17.2. Price Adjustment: Not Applicable

17.3. Taxes

a. The Bidder is responsible for meeting all tax liabilities arising out of the contract unless stated otherwise in the Data Sheet. Information on taxes in the AUTHORITY's country is provided in the Data Sheet.

17.4. Currency of Proposal

a. The Bidder may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.

17.5. Currency of Payment

Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

18.Submission, Sealing, and Marking of Proposals

- 18.1.** The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITB11 (Documents Comprising Proposal). BIDDERS shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. Bidder shall submit the proposal in Physical Copy only at the address as specified in the Bid Data Sheet.
- 18.2.** An authorized representative of the Bidder shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney (in the form of undertaking on Bidder’s Letter head) attached to the Technical Proposal.
- 18.3.** Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 18.4.** The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 18.5.** The bid submitted by the bidder shall be in the following parts:
- 18.5.1.** Part 1 – This shall be known as Envelope A and would apply for all bids. Envelope A shall contain the following:
- i. Registration number or proof of application for registration and organizational details
 - ii. DD - Earnest Money Deposit; and
 - iii. Substantiation documents as may be required to fulfil the Eligibility Criteria
- 18.5.2.** Part 2 – This shall be known as Envelope B and would apply to all bids. Envelope B shall contain financial offer in the format enclosed herein.
- 18.5.3.** Bidder shall submit the bid in two separate sealed envelopes, placed inside one bigger envelope.
- 18.6.** All the documents/ information enclosed with the technical proposals should be self-attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document/ information is found false/ fake/ untrue before acceptance of Bid. If it is found after acceptance of the Bid, the sanctioning authority may at his discretion forfeit his performance security/ guarantee, security deposit, enlistment deposit and take any other suitable action.
- 18.7.** The bid shall remain valid for a period of 120 (One Hundred Twenty) days from the last date of submission of bids. A bid valid for a shorter period shall be treated as non-responsive and shall be liable to be rejected. The validity of the bid may be extended by mutual consent in writing.

18.8. The proposal shall be submitted only in physical copy at the address as specified in the Bid Data Sheet.

19. Confidentiality

19.1. From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the AUTHORITY on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the BIDDERS who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITB are where the AUTHORITY notifies BIDDERS of the results of the evaluation of the Technical Proposals.

19.2. Any attempt by shortlisted BIDDERS or anyone on behalf of the Bidder to influence improperly the AUTHORITY in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing sanctions procedures.

19.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the AUTHORITY, it shall do so only in writing.

20. Earnest Money Deposit (EMD)

20.1. The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of the amount specified in the Data Sheet. However, agency registered under MSE is exempted from submitting EMD subject to submission of supporting document(s).

Note: - EMD is not required to be submitted by MSEs as per Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017, for which they shall submit a valid Udyam certificate aligning with NIC Code classification pertaining to subject tender issued by the appropriate authority in this regard. For availing the benefits Valid MSME Certificate (Udyam Registration Certificate) issued by the Ministry of Micro, Small and Medium Enterprises (MSME), Government of India. The certificate must:

- Be current and valid as on the date of bid submission.
- Demonstrate that the bidder's registered activity falls within the scope of services required under this tender. And hence clearly mention the National Industrial Classification (NIC) code corresponding to the activity for which the tender is invited

The certificate shall be at least 6 months old before the bid due date.

20.2. The EMD shall be submitted in the form of DD in the favor of NITCON Limited payable at New Delhi.

- 20.3.** Bid not accompanied by EMD / supporting document(s) for exemption as per clause 20.1 shall be liable for rejection as non-responsive.
- 20.4.** EMD of BIDDERS whose bids are not accepted will be returned within reasonable time of the decision on the bid.
- 20.5.** EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required value for Performance Security.
- 20.6.** Failure to sign the contract by the selected Bidder, for whatsoever reason, shall result in forfeiture of the Earnest money deposit.
- 20.7.** Withdrawal of the submitted proposal by any of the bidders, after the bid submission date, shall result in forfeiture of the Earnest money deposit. The consideration of the withdrawal request shall be at the sole discretion of the Authority

21. Opening of Technical Proposals

- 21.1.** The AUTHORITY's evaluation committee shall conduct the opening of the Technical Proposals. The opening date, time and the address are stated in the NIT document and Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITB 25.
- 21.2.** At the opening of the Technical Proposals the following shall be specified:
- i. the name and address of the Bidder
 - ii. any modifications to the Proposal submitted prior to proposal submission deadline; and
 - iii. any other information deemed appropriate or as indicated in the Data Sheet.

22. Proposals Evaluation

- 22.1.** Subject to provision of ITB 16.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded
- 22.2.** The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITB 13.1.1. While evaluating the Proposals, the AUTHORITY will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

23. Evaluation of Technical Proposals

- 23.1.** The AUTHORITY's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

24. Financial Proposals

- 24.1.** The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Resources deployed, (b) reimbursable expenses indicated in the Data Sheet.
- 24.2.** If Financial Proposals are invited together with the Technical Proposals when the selection is based on QCBS or LCS, the Financial Proposals of only the Technically Eligible Bidders (minimum eligibility criteria as defined in the Data Sheet) is opened by the Authority's evaluation committee.

25. Public Opening of Financial Proposals

- 25.1.** After the technical evaluation is completed, the AUTHORITY shall notify those BIDDERS whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score in writing advising them the following:
- 25.1.1.** their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- 25.1.2.** provide information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- 25.1.3.** their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- 25.2.** The AUTHORITY shall simultaneously notify those BIDDERS whose Proposals were considered responsive to the RFP and TOR in writing, and that have achieved the minimum qualifying technical score, advising them the following:
- 25.2.1.** their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- 25.2.2.** provide information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- 25.3.** The opening date of financial proposal shall be notified at the time of the announcement of the results of the technical evaluation.
- 25.4.** The Financial Proposals shall be opened on the date as specified and communicated to all the participating bidders, and after the evaluation of financial proposals, the financial evaluation report shall be published on the website.

26. Correction of Errors

- 26.1.** Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

27. Taxes

27.1. The AUTHORITY's evaluation of the Bidder's Financial Proposal shall include taxes and duties in the AUTHORITY's country in accordance with the instructions in the Data Sheet.

28. Rejection of Bids

28.1. Notwithstanding anything contained in this RFP or any other Bid Documents, NITCON reserves the absolute right, at its sole discretion and without assigning any reason whatsoever, to reject any or all Bids, declare any Bid non-responsive, disqualify any Bidder, or annul, suspend, modify, withdraw, cancel, or terminate the Bidding Process at any stage, whether before or after Bid submission, evaluation, award, or execution of the Agreement, without incurring any liability or obligation towards any Bidder. The decision of NITCON in this regard shall be final, binding, and conclusive. By participating in the Bidding Process, each Bidder expressly acknowledges and agrees that it shall have no right to question, challenge, or seek any explanation for such decision and shall have no claim whatsoever, including any claim for costs, expenses, damages, loss of profit, loss of opportunity, compensation, reimbursement, or any other relief of any nature, against NITCON, in connection with the rejection of any Bid, rejection of all Bids, or annulment, cancellation, suspension, withdrawal, or termination of the Bidding Process.

D. COMBINED QUALITY AND COST EVALUATION

29. Quality & Cost based selection (QCBS)

29.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Bidder with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for technical discussions.

E. AWARD

30. Technical Discussions

30.1. This includes discussions of the Terms of Reference (TORs), the proposed methodology, the AUTHORITY's inputs, the special conditions of the Contract, and finalizing the "**Scope of Services**" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. However, in the interest of the assignment, the authority at its discretion may reduce the scope of services in due consultation with the bidder with most advantageous proposal. Authority may increase / decrease the quantity stated above to the extent of 25%, bidder has to execute the revised quantity at the quoted rate. No price variation requests shall be entertained.

30.2. The discussions will be held at the date and address indicated in the Data Sheet with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder.

30.3. The AUTHORITY shall prepare minutes of discussions that are signed by the AUTHORITY and the Bidder's authorized representative

31. Conclusion of Technical discussion

31.1. The discussions are concluded with a review of the finalized draft Contract, which then shall be initialed by the AUTHORITY and the Bidder's authorized representative.

31.2. If the discussions fail, the AUTHORITY shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity to the Bidder to respond. If disagreement persists, the AUTHORITY shall terminate the technical discussions informing the Bidder of the reasons for doing so.

32. Notification of Award

32.1. The AUTHORITY shall notify the successful bidder by issuing a 'Letter of Acceptance' (LoA) that his bid has been accepted.

32.2. The Contract Award Notice shall be published on the AUTHORITY's website with free access

33. Performance Security

33.1. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- i. If an Applicant engages in any of the Prohibited Practices specified in Clause 4, Clause 5 and Clause 6 of this Section 3 ITB of this RFP;
- ii. if the Applicant is found to have a Conflict of Interest as specified in Clause 4; and
- iii. if the Selected Applicant commits a breach of the Agreement.
- iv. An amount as defined in the Data Sheet shall be deemed to be the Performance Security for the purposes of this Clause 33, which may be forfeited and appropriated in accordance with the provisions hereof.

34. Signing of Contract

- 34.1.** The Contract shall be signed prior to the expiry date of the Proposal validity or any extension thereof.
- 34.2.** The Bidder is expected to commence the assignment on the date and at the location specified in the Data Sheet.

BID DATA SHEET

ITB Reference	Description
A. General	
2.1	Name of the Authority: NITCON LIMITED Method of selection: Quality and Cost Base Selection (QCBS) – 80: 20
2.2	Financial Proposal to be submitted together with Technical Proposal: The technical & Financial Proposal shall be separately submitted in a sealed envelope and shall be physically submitted at office of NITCON Limited in Delhi before the submission deadline specified in the NIT. The name of the assignment is: Request for proposal for selection of agency for development of branding & public awareness campaign, design & production of branding / publicity material strengthening the institutional presence of NITCON limited and dissemination of the information through various platforms as per the approved campaign strategy
2.3	Pre-Bid Meeting will be held: Yes Date: 09.06.2026 @ 1500 Hrs. VC Link: https://meet.google.com/rth-ogjq-jjs For Clarification: Email address: business@nitcon.org ; Phone: 011 - 40658297
7.1	Eligible Countries: Bidder shall be registered in India
B. Preparation of Proposals	
9	The bidder shall have to obtain insurance as may be applicable during the currency of the contract. It is the responsibility of the bidder to include this cost in its financial proposal.
10.1	This RFP has been issued in the English language. Proposals shall be submitted in English language.

ITB Reference	Description
	All correspondence exchange shall be in English / Hindi language.
11.1	<p>The Proposal shall comprise the following: The bid submitted in Physical Copy (Hard Copy) by the Bidder in two separate sealed envelopes, placed inside one bigger envelope and shall comprise of following parts:</p> <p>Part 1 – This shall be known as Envelope A and would apply for all bids. Envelope A shall contain the following as per details given in the Bid Data Sheet:</p> <ul style="list-style-type: none"> i. Registration number or proof of application for registration and organizational details in format given in the Bid Data sheet ii. Proof/details of Earnest Money transfer; iii. Self-Undertaking for Black listing iv. Work Order/ Completion Certificate copies as may be required as substantiation to fulfill the eligibility criteria v. a self-certified sheet duly supported by Tech Forms as prescribed and enclosed with the Bid Data Sheet. <p>Part 2 – This shall be known as Envelope B and would apply to all bids. Envelope B shall contain financial offer along with FIN FORMS as prescribed and enclosed with the Bid Data Sheet.</p> <p>➤ <i>The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITB11 (Documents Comprising Proposal). BIDDERS shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.</i></p> <p>➤ <i>The Bid is required to be submitted in two separate sealed envelopes and superscribed as- “Technical Bid” and “Financial Bid”. Both these envelopes shall be placed in a larger envelope duly super-scribed as “Bid for SELECTION OF AGENCY FOR DEVELOPMENT OF BRANDING & PUBLIC AWARENESS CAMPAIGN, DESIGN & PRODUCTION OF BRANDING / PUBLICITY MATERIAL STRENGTHENING THE INSTITUTIONAL PRESENCE OF NITCON LIMITED AND DISSEMINATION OF THE INFORMATION THROUGH VARIOUS PLATFORMS AS PER THE APPROVED CAMPAIGN STRATEGY” to be opened on the date as specified in the NIT.</i></p> <p>➤ <i>Bids received without two separate envelopes shall be rejected and will not be considered further. The envelope containing the proposal may be sent by Registered Post/ Courier or submission of Physical copy at Regd. Office of NITCON in Delhi.</i></p>

REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR DEVELOPMENT OF BRANDING & PUBLIC AWARENESS CAMPAIGN, DESIGN & PRODUCTION OF BRANDING / PUBLICITY MATERIAL STRENGTHENING THE INSTITUTIONAL PRESENCE OF NITCON LIMITED AND DISSEMINATION OF THE INFORMATION THROUGH VARIOUS PLATFORMS AS PER THE APPROVED CAMPAIGN STRATEGY

ITB Reference	Description
12.1	BIDDERS are not permitted to participate in any form in more than one proposal
13.1	Proposals shall be valid for 120 (One Hundred Twenty) calendar days after the last date of bid submission.
14.1	Clarifications may be requested no later than the date specified in the Notice inviting Tender. The contact information for requesting clarifications is: business@nitcon.org
15.1.1	JV / Consortium not allowed.
16.2	The format of the Full Technical Proposal to be submitted is provided in Section 4 of this RFP document. Submission of the Technical Proposal in a wrong format / non submission of any tech forms / any substantial information as may be required may lead to the Proposal being deemed non-responsive to the RFP requirements.
17.1	Reimbursable expenses may be given as follows: Items not specified in the BoQ shall be paid as per actuals upon submission of Invoice in accordance to the confirmation of requirement from the Authority. Limit (in percentage of total project cost) of additional items as specified herein shall be at the sole discretion of the authority as per the approved campaign strategy. The bidder shall have to abide by any and every additional activity as deemed necessary by the authority for the successful completion of the assignment.
17.2	Price adjustment provision does not apply.
17.3	The payment by the AUTHORITY to the Bidder under the contract shall include all taxes, duties, and surcharge except Goods & Services Tax (GST) . GST shall be payable for the services as per the applicable laws.
17.4	The Financial Proposal shall be submitted as per the format specified i.e., BID Form FIN-1 . <i>Only the total Lumpsum amount of the proposal shall be considered for Evaluation purpose.</i> Cost of any change in scope /additional scope shall be paid as per unit price quoted in the submitted Financial Proposal.
17.5	Payments under the Contract shall be made in Indian Rupees (INR)

ITB Reference	Description
C. Submission, Opening and Evaluation	
18.1	<p>The BIDDERS have to submit their proposals in Hard copy i.e., Physical Copy only. The proposals shall reach to the Authority at its address mentioned herein below in the manner as prescribed in this RFP:</p> <p>Address: Unit No. 317-A, 3rd Floor, D21 Corporate Park, Sector 21, Near Sector 8 Metro Station, Dwarka, New Delhi – 110077 Phone: 011-40658297; E-mail: business@nitcon.org</p> <p><i>Submission in any manner other than as prescribed herein shall lead to rejection of bid; without assigning any reason whatsoever and with no liability on the part of the authority</i></p>
18.4	<p>The Bidder must submit: (a) Technical Proposal: Physical Copy – 2 Nos. (One original + 1 Copy) (b) Financial Proposal: Physical Copy – 2 Nos. (One original + 1 Copy)</p> <p>Bids shall be submitted as per procedure and manner prescribed at Clause 11.1 of Bid Data Sheet. (The outer envelope shall be clearly marked as Original / copy)</p>
18.7	<p>The Proposals must be submitted in Physical copy (hard Copy) no later than the submission Deadline.</p>
20.1	<p>Earnest Money Deposit: 2,00,000/- (INR Two Lakhs Only)</p>
21.1	<p>Technical Proposals shall be opened at the date and time specified in the NIT.</p>
21.2	<p>The following information will be specified on the technical evaluation sheet of the Bidder's Technical Proposals: Name of the firm along with their eligibility for the specified work.</p>
23.1	<p>Pre-Qualification Criteria and Technical Evaluation Criteria (marking) for the evaluation of the Technical Proposals is as specified in the Annexure 1 of the Bid Data Sheet.</p> <p>Only the bidders scoring 70 marks out of 100 shall be considered qualified for opening of financial proposals.</p>

ITB Reference	Description
24.4	Financial proposals shall be opened physically at the date and time communicated to the qualified bidder, and the bidders will be informed through email/ communication uploaded on the website.
27.1	The bidder's quoted price is inclusive of all taxes, duties as applicable except for Goods and Services Tax (GST). GST shall be payable as per the applicable laws.
29.1	<p><u>Calculation of Technical Score</u> The proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The highest evaluated Technical Proposal (T_{high}) is given the maximum technical score (S_t) of 100. The formula for determining the technical scores (S_t) of all other Proposals is calculated as following: $S_t = 100 \times T / T_{high}$ where, "S_t" is the technical score for the proposal under consideration, "T_{high}" is the highest technical marks allotted by the evaluation committee, "T" Technical marks allotted by the evaluation committee to the proposal under consideration.</p> <p><u>Calculation of Financial Score (S_f)</u> The lowest evaluated Financial Proposal (F_m) is given the maximum financial score (S_f) of 100. The formula for determining the financial scores (S_f) of all other Proposals is calculated as following: $S_f = 100 \times F_m / F,$ where, "S_f" is the financial score for the proposal under consideration, "F_m" is the lowest price offered for the scope of services by the technically eligible bidders, "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.80, and P = 0.20</p> <p><u>Calculation of Combined Score (S)</u> To arrive at the combined technical and financial score of the bidder, weighted sum of technical and financial score of the bidder is calculated as per the formula hereunder:</p>

ITB Reference	Description
	<p style="text-align: center;">$S = (S_t \times T) + (S_f \times P)$</p> <p>where, S = Combined Score S_t = Technical Score S_f = Financial Score T = weight given to the Technical Proposal; P = weight given to the Financial Proposal Such that T + P = 1 <i>Proposals are ranked according to their combined score(s)</i></p>
D. Award	
32.1	Successful bidder (preferred bidder) shall be informed through email/ Website. The intimation shall be in the form of letter referred as LoA (Letter of Acceptance). Successful bidder shall acknowledge the LOA and shall have to comply with the requirements within stipulated timelines.
33.1	<p>Performance Security Successful Bidder to submit Performance Security in the form of Bank Guarantee / FDR in favour of NITCON LIMITED for an amount equivalent to 5% (Five Percent) of the amount of contract.</p> <p><i>The performance security shall be valid for Contract Period + 6 (Six) months from the date of issuance of LOA / Work-Order or Issuance of Final Completion Certificate whichever is later.</i></p>
34.2	The date of commencement shall be specified in the Letter of Acceptance and Subsequent Work Order
-	Decision of MANAGING DIRECTOR – NITCON LIMITED shall be final and binding on both the parties.
Representation & Warranties	The Agency represents and warrants that it does not, and shall not at any time during the contract, employ or engage child labour in contravention of the Child Labour (Prohibition and Regulation) Act, 1986 (as amended) or any other applicable law, in the execution of any work assigned under this RFP. The Agency further undertakes that no Creatives, audio-visual or publicity material produced hereunder shall depict, encourage or glorify child labour or otherwise violate applicable laws relating to the protection of children. Breach of this clause shall constitute sufficient ground for termination and forfeiture of EMD/Performance Security, without prejudice to any other remedy available to NITCON

ANNEXURE-1 ELIGIBILITY CRITERIA AND TECHNICAL EVALUATION

A. PRE-QUALIFICATION CRITERIA

#	Requirements	Documents Required
PQ 1	<p><u>Legal Entity</u> Bidder should be either:</p> <ul style="list-style-type: none"> • A Proprietary Firm • A company registered under the Indian Companies Act, 2013 / 1956 OR • A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR • A partnership firm registered under the Indian Partnership Act, 1932 	Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.
PQ 2	<p><u>Minimum Relevant Experience</u></p> <p>Bidder should have Experience of providing services involving Branding Campaigns, Public Awareness Campaigns, Media Communication, Content Development, Designing & Production of Branding / Publicity Materials, Digital Campaigns, Event Branding, Creatives Designing, Reputation Management, Outdoor Advertising, Animation, or Integrated Communication Campaigns in last 5 (Five) financial years as below:</p> <p><i>One work of minimum value of Rs. 80 Lakhs; OR Two works of minimum value of Rs. 50 Lakhs; OR Three works of minimum value of Rs. 40 Lakhs;</i></p>	<ul style="list-style-type: none"> • Completion certificates from the client <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Work order + CA-certified work-executed certificate with UDIN <p>Form Tech-7 & Form Tech-8 to be submitted</p>
PQ 3	<p><u>Minimum average annual turnover</u></p> <p>Bidder should have minimum annual average turnover from business operations of Rs. Fifty (50) Lakhs in last Three (3) financial years i.e. 2022-23, 2023-24, 2024-25.</p>	<ul style="list-style-type: none"> • Turnover certificate duly certified by Chartered accountant with UDIN and along with Balance Sheets (audited, if applicable) • Form Tech-4 to be submitted

#	Requirements	Documents Required
PQ 4	<p><u>Mandatory Registration</u> Bidder should have</p> <ol style="list-style-type: none"> 1. PAN Registration 2. GST Registration 	<ul style="list-style-type: none"> • Registration Certificate (PAN, GST)
PQ 5	<p><u>Blacklisting</u> The bidder shall submit the undertaking that the bidder has not been under a declaration of ineligibility for corrupt or fraudulent practices and have not been blacklisted/Board, Corporations and Government Societies / PSU for any reason as on date and has not been insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons as on date.</p>	The bidder must submit a duly notarized affidavit (Form Tech-3)

The Bidder may submit valid INS, AAI, or ASCI accreditation/empanelment documents, if applicable, along with the Technical Bid. However, non-submission of the same shall not be a ground for disqualification of the Bidder.

The Technical Proposals of only those bidders who successfully fulfil the prescribed Pre-Qualification Criteria (A) shall be taken up for detailed evaluation in accordance with the Technical Evaluation Criteria (B) set forth herein. The technical evaluation process shall assess the bidder's experience, methodology, technical capability, manpower deployment, understanding of the assignment, work plan, and other relevant parameters as specified in the bidding document.

Any bidder failing to meet the mandatory Pre-Qualification Criteria (A) shall be deemed non-responsive, and its proposal shall not be considered for further technical evaluation. In such cases, the Technical Proposal submitted by the bidder shall be rejected at the preliminary scrutiny stage, and no marks or scores shall be assigned under the Technical Evaluation Criteria.

B. TECHNICAL EVALUATION CRITERIA

S. No.	Technical Evaluation Criteria	Maximum Marks
1	BIDDER'S ORGANISATIONAL EXPERIENCE & CREDENTIALS	40
1.1	Years of Existence in Branding / Advertising / Public Relations / Event Management / Media Communication Services	5

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S. No.	Technical Evaluation Criteria	Maximum Marks
	Supporting Documents: Certificate of Incorporation / Registration Certificate / GST Registration / PAN; and Self undertaking for business operations	
	Upto 3 Years	2
	3 – 5 Years	4
	More than 5 Years	5
1.2	<p>Experience in Works involving Branding Campaigns, Public Awareness Campaigns, Media Communication, Content Development, Designing & Production of Branding / Publicity Materials, Digital Campaigns, Event Branding, Creatives Designing, Reputation Management, Outdoor Advertising, Animation, or Integrated Communication Campaigns for Government / PSU / Private Institutions during last Five (5) years</p> <ul style="list-style-type: none"> • One work of minimum value of Rs. 80 Lakhs; OR • Two works of minimum value of Rs. 50 Lakhs; OR • Three works of minimum value of Rs. 40 Lakhs; <p>Supporting Documents: Completion certificates from the client OR Work order + CA-certified work-executed certificate with UDIN; and Form Tech-7 & Form Tech-8 to be submitted</p>	10
1.3	<p>Experience in Works involving Branding Campaigns, Public Awareness Campaigns, Media Communication, Content Development, Designing & Production of Branding / Publicity Materials, Digital Campaigns, Event Branding, Creatives Designing, Reputation Management, Outdoor Advertising, Animation, or Integrated Communication Campaigns for Central Government/ State Government / Public Sector Undertaking / Government Organisation / Institution during last Five (5) years</p> <p>Supporting Documents: Completion certificates from the client OR Work order + CA-certified work-executed certificate with UDIN); and Form Tech-7 & Form Tech-8 to be submitted</p>	5
	1– 3 Projects	2
	Additional 1 mark shall be awarded for each eligible additional project beyond the minimum requirement, subject to a maximum score of 5 marks under this criterion	5

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S. No.	Technical Evaluation Criteria	Maximum Marks
1.4	<p>Experience of providing services involving Branding/ Outdoor Advertising / Event Management/ Content Creation/ Publicity and Reputation Management / Graphic Designing in Siliguri/ Jalpaiguri, West Bengal in last 5 (Five) financial years.</p> <p>Supporting Documents: Completion certificates from the client OR Work order + CA-certified work-executed certificate with UDIN); and Form Tech-7 & Form Tech-8 to be submitted</p>	10
1.5	<p>Experience of conducting/ managing outdoor / transit / Airport / railway media campaign in atleast 1 city of India in last 5 (Five) financial years.</p> <p>Supporting Documents: Completion certificates from the client OR Work order + CA-certified work-executed certificate with UDIN; and Form Tech-7 & Form Tech-8 to be submitted</p>	5
1.6	<p>Tie-up / Association with Nationally Reputed PR Agency for strategic communication, media handling, public outreach and reputation management</p> <p>Supporting Documents: Valid MoU / Agreement / Letter of Association with PR Agency along with profile and credentials of the PR Agency; and Portfolio Booklet / Sample Creatives Works / Links / Campaign Creatives / Client Endorsements of the PR Agency</p>	5
2	FINANCIAL CAPACITY	10
2.1	<p>Average Annual Turnover from business operations during last three financial years i.e. 2022-23, 2023-24, 2024-25.</p> <p>Supporting Documents: Turnover Certificate certified by Chartered Accountant with UDIN along with Audited Financial Statements (as applicable); and Form Tech-4 to be submitted</p>	7
	₹50 Lakhs – ₹55 Lakhs	3
	>₹55 Lakhs – ₹60 Lakhs	5
	More than ₹60 Lakhs	7
2.2	<p>Positive Net Worth as on 31st March 2025.</p> <p>Supporting Documents: Net Worth Certificate duly signed by Chartered Accountant with UDIN</p>	3

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S. No.	Technical Evaluation Criteria	Maximum Marks
3	KEY PROFESSIONALS / TEAM COMPOSITION	10
3.1	Project Head / Creative Director having experience in Branding / Advertising / Communication Campaigns Supporting Documents: CV (Form Tech-9) duly signed by the professional and authorized signatory along with educational qualification and experience certificates	3
	10 – 15 Years Experience	1
	15 – 20 Years Experience	2
	More than 20 Years Experience	3
3.2	Branding & Strategy Expert / Copywriting Lead Supporting Documents: CV and experience credentials (Form Tech-9)	3
	Upto 15 Years Experience	2
	More than 15 Years Experience	3
3.3	Graphic Design & Creative Team Supporting Documents: CVs / Portfolio / Employee Undertaking	2
	2 – 4 Professionals	1
	More than 4 Professionals	2
3.4	Client Servicing / Marketing Communication / Public Outreach Professional with atleast 10 Years of Experience of Working for reputed brands Supporting Documents: CV and experience credentials (Form Tech-9)	2
4	APPROACH & METHODOLOGY Detailed Approach & Methodology document to be submitted as part of Technical Proposal (Form Tech-5) shall include but not limited to following:	20
	<ul style="list-style-type: none"> • Understanding of NITCON’s institutional objectives, mandate, target audience and communication requirements • Understanding of the market and target audience. • Campaign Strategy including branding architecture, communication framework, outreach strategy, media strategy and stakeholder engagement mechanism • Innovation in proposed communication tools including promotional events, punch lines, digital outreach, integrated media strategy, use of 	

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S. No.	Technical Evaluation Criteria	Maximum Marks
	AI tools, analytics, storytelling, immersive content and citizen engagement techniques <ul style="list-style-type: none"> • Project Execution Methodology including timelines, workflow management, approval mechanism, quality assurance and monitoring framework 	
5	<p>TECHNICAL PRESENTATION (Presentation before Technical Evaluation Committee)</p> <p>The technical presentation shall be evaluated for following points:</p> <ul style="list-style-type: none"> • Proposed Branding Strategy and Plan • Creativity and Innovation in proposed Campaign Theme, Visual Identity and Messaging Strategy including for digital media / social media • Proposed Media Mix and Outreach Strategy including Digital, Print, Outdoor, Transit and Social Media Platforms • Experience in branding / publicity of government organisations in National Level Events • Demonstration of Sample Creatives, Campaign Mock-ups and Communication Material • Team Presentation, Response to Queries, Project Management Capability and Overall Presentation Quality 	20
Total Marks		100

Notes:

1. Only those bidders meeting the prescribed Pre-Qualification Criteria shall be considered for Technical Evaluation.
2. Bidders securing minimum **70 Marks** in Technical Evaluation shall only be considered technically qualified and eligible for opening of Financial Proposal.
3. No marks shall be awarded against any criterion where the bidder fails to submit adequate supporting documents.
4. NITCON Limited reserves the right to verify the authenticity of documents submitted by the bidder from the respective issuing authority / client.
5. Experience of associates / third-party agencies shall not be considered.
6. The decision of the Technical Evaluation Committee shall be final and binding in evaluation of technical proposals.

SECTION 4: TECHNICAL PROPOSAL STANDARD FORMS

{Notes to Bidder shown in brackets {} throughout Section 4 provide guidance to the Bidder to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Forms

FORM	DESCRIPTION	SUBMITTED (YES / NO)
TECH-1	Letter of Proposal	
TECH-2	Bidder's Organization and Experience	
TECH-3	Affidavit	
TECH-4	Financial Capacity of the Applicant	
TECH-5	Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference	
TECH-6	Power of Attorney	
TECH-7	Abstract of Projects of the Bidder	
TECH-8	Details of Projects Executed by the BIDDER	
TECH -9	Format of Curriculum Vitae (CV) for Proposed Key Personnel	

Form TECH-1

LETTER OF PROPOSAL

(On Applicant's letter head)

To,

.....
.....
.....

SUB:

Dear Sir / Madam:

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for *Request for proposal for selection of agency for development of branding & public awareness campaign, design & production of branding / publicity material strengthening the institutional presence of NITCON limited and dissemination of the information through various platforms as per the approved campaign strategy*. The proposal is unconditional and unqualified.

1. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Bidder, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Bidder for the aforesaid assignment.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority.
 - b) I/We do not have any conflict of interest in accordance with the RFP Document.
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any tender or request

for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- d) I/We hereby certify that we have taken steps to ensure that inconformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
7. I/We understand that Authority may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Applicants in accordance with the RFP document.
 8. I/We declare that we are not related in any form with any other Organization applying for Selection as a Bidder.
 9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 10. I/We further certify that no investigation by a regulatory authority is pending either against us or against to be engaged team members.
 11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Bidder or in connection with the Selection Process itself in respect of the above-mentioned Project.
 12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Services for the assignment is not awarded to me/us or our proposal is not opened or rejected.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document

Yours faithfully

(Signature, name, and designation of the authorised signatory)

(Name and seal of the Applicant)

Form TECH-2

BIDDER'S ORGANIZATION AND EXPERIENCE

PARTICULARS OF THE BIDDER

S. No.	Particulars	Details
1.	Name of Legal Entity	
2.	Entity of Organization Individual/Proprietary Firm/Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act- 1956/2013)/ Corporation and Year of Incorporation (registration)	
3.	PAN details	
4.	GST Registration Details	
5.	MSE Registration Details	
6.	Address of Communication	
7.	Telephone Number with STD Code	
8.	Fax Number with STD Code	
9.	Mobile Number	
10.	E-mail Address for all communications	
Details of Authorized Representative		
1	Name	
2.	Designation	
3.	Postal Address	
4.	Telephone Number with STD Code	
5.	Fax Number with STD Code	
6.	Mobile Number	
7.	E-mail Address	

Form TECH-3

|| AFFIDAVIT ||

(To be contained in Envelope A)

(Notarized Affidavit)

I/We, _____, son/daughter of _____,
aged _____ about _____ years, resident _____ of
_____, presently authorised
representative/proprietor/partner/director of _____ M/s
_____, having its registered office at
_____, do hereby solemnly affirm and state
as under:

1. That I/We am/are duly authorised to submit this affidavit/undertaking on behalf of M/s _____ for participation in the tender/bid process.
2. That all the information, documents, certificates, statements and data submitted by the bidder in connection with the aforesaid bid/tender are true, correct, complete and authentic to the best of my/our knowledge and belief and nothing material has been concealed therein.
3. That the bidder has not been declared ineligible for corrupt or fraudulent practices by any Central Government Department, State Government Department, Board, Corporation, Government Society, Autonomous Body, Public Sector Undertaking (PSU), or any other Government Agency as on date.
4. That the bidder has not been blacklisted, debarred, suspended, banned, or otherwise disqualified by any Central Government Department, State Government Department, Board, Corporation, Government Society, Autonomous Body, Public Sector Undertaking (PSU), or any other Government Agency for any reason whatsoever as on date.
5. That the bidder is not insolvent, in receivership, bankrupt, or being wound up, and no proceedings for insolvency, liquidation, dissolution, or winding up have been initiated or are pending against the bidder.
6. That the affairs of the bidder are not being administered by any Court, Tribunal, Resolution Professional, Judicial Officer, or any statutory authority as on date.
7. That the business activities of the bidder have not been suspended, restrained, or prohibited by any competent authority as on date.
8. That the bidder is not subject to any legal proceedings for any of the matters mentioned hereinabove as on date.
9. That in case any information submitted by the bidder is found to be false, incorrect, misleading, or fabricated at any stage, the Employer/Authority shall be fully justified in rejecting/cancelling the bid and taking any action as deemed fit, including forfeiture of EMD/Security Deposit, termination of contract, blacklisting, and initiation of legal proceedings.
10. That this affidavit is being submitted for participation in the tender process and shall form an integral part of the bid documents.

Signature with Seal of the Deponent (bidder)

FORM TECH-4

FINANCIAL CAPACITY OF THE APPLICANT

Requirements:

Average Annual Turnover of the company from business operations to be provided in the following format for the last 3 financial years.

Financial Information			
Financial Year	2022-23	2023-24	2024-25
Annual Turnover (in INR)			
AVERAGE ANNUAL TURNOVER FOR LAST THREE (3) YEARS			
NET WORTH as on 31.03.2025 (in INR)			
Note: i. Average Annual turnover should be certified by chartered accountant. ii. Balance sheet (audited, if applicable) including all related notes and income statements for the above financial years to be enclosed.			

Form TECH-5

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing, if the Terms of Reference specify training as a specific component of the assignment.

FORM TECH-6

POWER OF ATTORNEY

Know all men by these presents, We, (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint, and authorise Mr / Ms son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Request for proposal for selection of agency for development of branding & public awareness campaign, design & production of branding / publicity material strengthening the institutional presence of NITCON limited and dissemination of the information through various platforms as per the approved campaign strategy including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE,THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Accepted

.....
(Signature, name, designation, and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

FORM TECH-7

ABSTRACT OF PROJECTS OF THE BIDDER

S. NO.	NAME OF PROJECT	CLIENT NAME	DURATION OF WORK (NO. OF DAYS)	KEY FEATURE OF THE ASSIGNMENT	VALUE OF THE WORK ORDER/ CONTRACT
1	2	3	4	5	6
1					
2					
3					
4					
.					

FORM TECH-8

DETAILS OF PROJECTS EXECUTED BY THE BIDDER

Project Name:		
Project Location WithinCountry:		Key Features of the Assignment: Cost (Rs Lakhs):
Nature of Client		
Start Date (Month/Year)	Completion Date (Month/Year)	Approx. Value of Services (in INR):
Description of the Project:		
Description & Samples (Brochure/ circular/ any other promotional material) of actual Services provided:		

- Bidder shall submit details of all the assignment in the above specified format
- Bidder shall submit the completion certificate / work order (as applicable) duly signed by the concerned not less than the level of Executive Engineer or appropriate signing authority.

Notes:

1. Use separate sheet for each Project.
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

FORM TECH-9

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL

Particulars

Name of Personnel	:	
Profession	:	
Membership with Professional/ Statutory Bodies	:	
Years with Firm	:	
Nationality	:	
Area of Specialization		
Proposed Position on Team	:	

Key Qualifications

Project Details	Degree of responsibility/ Experience

Education

Particulars	Name of Institute/Membership /CoA Number	Year

Relevant Experience

Position held	
Duration	
Location	
Types of activities Performed	
Names of relevant projects handled	
Client References	

Languages Known

Language	Speaking	Reading	Writing

Signature of the staff

Signature of the authorized representative

SECTION 5. FINANCIAL PROPOSAL - STANDARD FORMS

{*Notes to Bidder* shown in brackets {} provide guidance to the Bidder to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 3.

FIN-1 ***Financial Proposal Submission Letter***

FORM FIN-1

**FINANCIAL BID/ Financial Proposal
(TO BE CONTAINED IN ENVELOPE B)**

(To be submitted in a sealed separate envelope only).

Date:

To:

MANAGING DIRECTOR,
NITCON LIMITED, DELHI

Sub:

Sir,

- I the undersigned, offer to provide the Agency for the above in accordance with your Request for Proposal
- My Financial Proposal is given below:

S. No.	Item Description	UOM	Quantity	Quoted Rate (Rs.)	Amount (Rs.)
1	Professional Fees for conceptualization, Planning and designing of Branding campaign Plan/ Strategy to establish and strengthen the brand visibility, public outreach, and institutional presence of NITCON Limited across the region/state with special Focus in the Siliguri – Jalpaiguri region. (The branding campaign shall be a mix of print media, electronic media, and digital media all inclusive. The quoted charges shall be inclusive of the expenses towards travel, lodging, boarding of the professionals for assessment of the media sites as per the requirements specified in the Scope of Work.) Preparation of design of branding and Creatives including for brochure, manuals, Merchandise, Media Campaign, hoardings, standees all complete as per the requirements and in alignment with the Branding campaign Plan/ Strategy	Lumpsum	1		
2	Branding on High Quality Fabric Media on as per the approved Creatives and installation of the same at location including the cost of	Sq.ft. Per Month	15000		

REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR DEVELOPMENT OF BRANDING & PUBLIC AWARENESS CAMPAIGN, DESIGN & PRODUCTION OF BRANDING / PUBLICITY MATERIAL STRENGTHENING THE INSTITUTIONAL PRESENCE OF NITCON LIMITED AND DISSEMINATION OF THE INFORMATION THROUGH VARIOUS PLATFORMS AS PER THE APPROVED CAMPAIGN STRATEGY

S. No.	Item Description	UOM	Quantity	Quoted Rate (Rs.)	Amount (Rs.)
	printing and mounting as approved in the branding campaign plan/ strategy				
3	Airport Branding on Departure & Arrivals - Digital Pods, 2.5 x 4 - Aero Bridge Walkway , Conveyor Belt , Departure Hall , Exit Gates (10 sec slots, 1024 per machine per day) as approved in the branding campaign plan/ strategy - 3 Nos.	Number of Days	60		
4	Airport Branding on Mega Screen 86" On Conveyor Belts, Interactive network of 86" Horizontal Screens - 10-Sec Slots (10 sec slots, 1024 per machine per day) - 4 Nos.	Number of Days	60		
5	Branding Campaign through advertisements on Radio FM: 650 - 700 Seconds Per Day	Number of Days	60		
6	Social Media publicity of NITCON Limited including Content development as required by the authority, Developing social media strategy and Creation of event specific pages / handles on Social media (LinkedIn, X, Youtube or any other) and Operating the pages /handles for brand building of the organization. The charges shall be quoted for achieving following minimum engagement: atleast 20 posts per day across platforms, 5k impressions per month	Months	1		
7	Charges for providing advertisement on local newspapers of the likes of Anandabazar Patrika	Sq. cm.	1600		
8	Charges for providing advertisement or Editorial in National newspapers of the likes of Times of India / economic times / HT etc.	Sq. cm.	1600		
9	Charges towards PR News Coverage	Sq. cm.	800		
10	Supply of NITCON Brand Building Kit comprising of any five materials in an ecofriendly bag (e.g. Shawl, Muffler, Pen Drive, Pen Holder, Handmade paper notebook, Local Spices in bottles, Card Holders, Bamboo mug, Bamboo pen, Chhau Mask) as per the directions of Authority.	Nos.	500		

REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR DEVELOPMENT OF BRANDING & PUBLIC AWARENESS CAMPAIGN, DESIGN & PRODUCTION OF BRANDING / PUBLICITY MATERIAL STRENGTHENING THE INSTITUTIONAL PRESENCE OF NITCON LIMITED AND DISSEMINATION OF THE INFORMATION THROUGH VARIOUS PLATFORMS AS PER THE APPROVED CAMPAIGN STRATEGY

S. No.	Item Description	UOM	Quantity	Quoted Rate (Rs.)	Amount (Rs.)
11	Charges towards disseminating the NITCON Brand Building Kit to the Stakeholders Pan-India as per the directions of Authority	Nos.	500		
12	Designer Brochures / Manuals A4 multicolor photo print quality in Glossy Paper - Production & Dissemination	Nos.	500		
13	Charges towards preparation of A/V, Documentary / Short Films related to the NITCON and its Multiple Initiatives in due consultation with and as approved by NITCON : upto 5 Minutes	Nos.	10		
14	Digital Press release dissemination in National and digital media portals (10 platforms)	Nos.	5		
Total Amount					
GST as applicable					
Total Amount including GST					

Total in words:

- a. The Amount / Fee quoted is inclusive of all costs, taxes, duties, surcharge etc. but exclusive of GST. GST shall be paid extra.
- b. My financial Proposal shall be binding upon me subject to the modifications resulting from contract technical discussions, if any.
- c. Our Financial Proposal is without any condition and shall be binding upon us, i.e., 120 calendar days from the last date of submission of this Proposal.
- d. Authority may increase / decrease the quantity stated above to the extent of 25%, bidder has to execute the revised quantity at the quoted rate. No price variation requests shall be entertained
- e. Per unit cost exclusive of GST to be mentioned.

Yours faithfully
(Signature and name of the Applicant); Address; Mobile No & Email ID:

SECTION 6. BILL OF QUANTITIES

S. No.	Item Description	UOM	Quantity (Indicative)
1	Professional Fees for conceptualization, Planning and designing of Branding campaign Plan/ Strategy to establish and strengthen the brand visibility, public outreach, and institutional presence of NITCON Limited across the region/state with special Focus in the Siliguri – Jalpaiguri region. (The branding campaign shall be a mix of print media, electronic media, and digital media all inclusive. The quoted charges shall be inclusive of the expenses towards travel, lodging, boarding of the professionals for assessment of the media sites as per the requirements specified in the Scope of Work.) Preparation of design of branding and Creatives including for brochure, manuals, Merchandise, Media Campaign, hoardings, standees all complete as per the requirements and in alignment with the Branding campaign Plan/ Strategy	Lumpsum	1
2	Branding on High Quality Fabric Media on as per the approved Creatives and installation of the same at location including the cost of printing and mounting as approved in the branding campaign plan/ strategy	Sq.ft. Per Month	15000
3	Airport Branding on Departure & Arrivals - Digital Pods, 2.5 x 4 - Aero Bridge Walkway , Conveyor Belt , Departure Hall , Exit Gates (10 sec slots, 1024 per machine per day) as approved in the branding campaign plan/ strategy - 3 Nos.	Number of Days	60
4	Airport Branding on Mega Screen 86" On Conveyor Belts, Interactive network of 86" Horizontal Screens - 10-Sec Slots (10 sec slots, 1024 per machine per day) - 4 Nos.	Number of Days	60
5	Branding Campaign through advertisements on Radio FM: 650 - 700 Seconds Per Day	Number of Days	60
6	Social Media publicity of NITCON Limited including Content development as required by the authority, Developing social media strategy and Creation of event specific pages / handles on Social media (LinkedIn, X, Youtube or any other) and Operating the pages /handles for brand building of the organization. The charges shall be quoted for achieving following minimum engagement: atleast 20 posts per day across platforms, 5k impressions per month	Months	1

REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR DEVELOPMENT OF BRANDING & PUBLIC AWARENESS CAMPAIGN, DESIGN & PRODUCTION OF BRANDING / PUBLICITY MATERIAL STRENGTHENING THE INSTITUTIONAL PRESENCE OF NITCON LIMITED AND DISSEMINATION OF THE INFORMATION THROUGH VARIOUS PLATFORMS AS PER THE APPROVED CAMPAIGN STRATEGY

S. No.	Item Description	UOM	Quantity (Indicative)
7	Charges for providing advertisement on local newspapers of the likes of Anandabazar Patrika	Sq. cm.	1600
8	Charges for providing advertisement or Editorial in National newspapers of the likes of Times of India / economic times / HT etc.	Sq. cm.	1600
9	Charges towards PR News Coverage	Sq. cm.	800
10	Supply of NITCON Brand Building Kit comprising of any five materials in an ecofriendly bag (e.g. Shawl, Muffler, Pen Drive, Pen Holder, Handmade paper notebook, Local Spices in bottles, Card Holders, Bamboo mug, Bamboo pen, Chhau Mask) as per the directions of Authority.	Nos.	500
11	Charges towards disseminating the NITCON Brand Building Kit to the Stakeholders Pan-India as per the directions of Authority	Nos.	500
12	Designer Brochures / Manuals A4 multicolor photo print quality in Glossy Paper - Production & Dissemination	Nos.	500
13	Charges towards preparation of A/V, Documentary / Short Films related to the NITCON and its Multiple Initiatives in due consultation with and as approved by NITCON : upto 5 Minutes	Nos.	10
14	Digital Press release dissemination in National and digital media portals (10 platforms)	Nos.	5

Notes:

Authority may increase / decrease the quantity stated above to the extent of 25%, bidder has to execute the revised quantity at the quoted rate. No price variation requests shall be entertained.

SECTION 7. DRAFT AGREEMENT

This AGREEMENT is made on the _____ day of the month of _____ 2026 between NITCON LIMITED having its office at _____ (hereinafter referred to as the "NITCON" which expression shall include its successors) of the first Part, and, M/s _____ (hereinafter referred to as the "AGENCY" which expression shall include its successors) of the Second Part.

Whereas NITCON has issued Tender Document on dated _____ Request for proposal for selection of agency for development of branding & public awareness campaign, design & production of branding / publicity material strengthening the institutional presence of NITCON limited and dissemination of the information through various platforms as per the approved campaign strategy as defined in Tender Document (hereinafter referred to as the "Project").

And whereas the Agency submitted its proposals for the aforesaid Project, whereby the Agency represented to NITCON that it had the required professional skills, and in the said proposals the Agency also agreed to provide the Services to NITCON on the terms and conditions as set forth in the Tender Document and this Agreement;

And whereas NITCON, on acceptance of the aforesaid proposal of the Agency, issued Letter of Acceptance dated _____ (the "LOA") to the Agency.

NOW, This AGREEMENT witnesses as follows: -

1. GENERAL

1.1. Definitions and Interpretation

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) "Applicable Laws" means the laws and any other instruments having the force of law in India as may be issued and be in force from time to time;
- b) "Agreement" means this Agreement, together with all the Annexure;
- c) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- d) "Conflict of Interest" shall have the meaning set forth in Clause 3.2;
- e) "Effective Date" means the date on which this Agreement is executed.
- f) "INR, Re. or Rs." means Indian Rupees;
- g) "Personnel" means persons hired by the Agency and assigned the performance of the Services or any part thereof;
- h) "Party" means the NITCON or the Agency, as the case may be, and "Parties" means both of them;

- i) "Resident Personnel" means such persons who at the time of being hired by Agency had their domicile inside India;
- j) "Services" means the work to be performed by the Agency pursuant to this Agreement, as described in the Terms of Reference
- k) "Tender Document" means the Tender Document dated _____ in response to which the Agency's proposal for providing Services was accepted;
- l) "Terms of Reference" means the work to be performed by Agency as mentioned in the Tender Document
- m) "Third Party" means any persons or entity other than the Government, NITCON or the Agency
- n) "Letter of Acceptance" means Letter of Acceptance (LOA) dated _____ issued by NITCON to the Agency

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

1.1.3. Any reference to "Clause" means clause of this Agreement.

1.1.4. The following documents along with all addenda 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 other would be as laid down below beginning from the highest priority to the lowest priority:

- i. Agreement;
- ii. Annexure of Agreement;
- iii. Tender Document; and
- iv. Letter of Acceptance

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the NITCON and the Agency. The Agency 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 NITCON and the Agency shall be as set forth in the Agreement; In particular the Agency shall carry out the Services in accordance with the provisions of this Agreement; and

NITCON shall pay agreed fee to the Agency in accordance with the payment schedule as set forth in this 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 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/Hindi language.

1.6. Table of contents and headings

The table of contents headings or sub-headings in this Agreement is 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: in the case of the Agency, be given by facsimile and by letter delivered by registered post/speed post to the address given below: -

.....
.....

in the case of NITCON, be given by facsimile and by letter delivered by registered post/speed post to the address given below:-

MANAGING DIRECTOR,
NITCON LIMITED,

1.8. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by NITCON or the Agency, as the case be, may be taken or executed by the officials duly authorized by parties to this Agreement

1.8.1. NITCON may designate one of its officials as the Representative of NITCON. Unless otherwise notified; NITCON Representative shall be:

**The MANAGING DIRECTOR,
NITCON LIMITED
DELHI,
Contact number _____**

1.8.2. The Agency may designate one of its employees as Agency’s Representative. Unless otherwise notified, the Agency’s Representative shall be:

Tel:
Fax..... Mo.

1.9. Taxes and duties

Unless otherwise specified in this Agreement, the Agency shall pay all such taxes (including GST), duties, fees and other impositions as may be levied under the Applicable Laws and NITCON shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it under Applicable Laws.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of execution of this Agreement “The effective date”

2.2. Commencement of Services

The Agency shall commence the Services on issuance of Letter of Acceptance.

2.3. Termination of Agreement for failure to commence Services

If the Agency does not commence the Services within the period specified in Clause 2.2 above, NITCON may, by not less than seven days’ notice to the Agency, call upon it to commence the work. If the Agency fails to commence the work within stipulated time, NITCON may terminate this Agreement, and in that event, the Performance Security (in this case the EMD) in the form of Bank Guarantee/ DD/ FDR shall be invoked by NITCON.

2.4. Expiration of Agreement

Unless terminated earlier, this Agreement shall expire after 3 months from the Effective Date plus a period of 90 (Ninety) days have elapsed after all payments due under this Agreement have been made.

2.5. Entire Agreement

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof, and no amendment or modifications 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 Agency arising out of the provisions of the Tender Document shall continue to subsist and shall be deemed as part of this Agreement.

2.6. Modifications of Agreement

Modification of the terms and conditions of this Agreement may only be made by written agreement between the Parties hereof, however, each Party shall give due consideration to any proposals for modifications made by the other Party.

2.7. Force Majeure

2.7.1. Definition:

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. Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of a Party or agents or employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to take into account or avoid or overcome in the carrying out of its obligations during the subsistence of this Agreement. 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

- 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 give notice to the other Party of such event as soon as possible, and in any event not later than fourteen (14) 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 minimize the consequences of any event of Force Majeure.

2.7.4. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Agency 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. Such expenses will be approved by NITCON to the Agency on providing proper justification and certificate from their auditors for such expenses on the format as may be decided by NITCON.

2.7.5. Consultation

As soon as possible but not later than thirty (30) days after the Agency 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

NITCON may, by written notice to the Agency, without any obligation (financial or otherwise) suspend all the payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services: Provided that such notice of suspension shall specify the nature of the breach or failure, and shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt of such notice of suspension by the Agency.

2.9. Termination of Agreement

2.9.1. By the Authority (NITCON)

NITCON may, by not less than thirty (30) days written notice of termination to the Agency, 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) After Thirty (30) days from the date of Suspension of Agreement under Clause 2.8; or
- b) Agency becomes insolvent or bankrupt; or
- c) Agency goes into liquidation; or
- d) Agency fails to perform any of its obligation under this Agreement; or
- e) Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 2.10 hereof; or the Agency submits to NITCON a statement which has a material effect on the rights, obligations or interests of NITCON and which the Agency knows to be false; or Any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading.

2.9.2. By the Agency

The Agency may, by not less than thirty (30) days' written notice to NITCON, 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) NITCON is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Agency may have subsequently agreed in writing) from the date of receipt of notice by NITCON
- b) NITCON fails to comply with any final decision reached as a result of arbitration pursuant to Clause 2.10 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9, or upon expiration of this Agreement pursuant to Clause 2.4, all rights and obligations of the Parties hereunder shall cease, except

- a) such rights and obligations as may have accrued on the date of termination or expiration,

- b) the obligation of confidentiality set forth in Clause 3.3,
- c) the Agency's obligation to permit inspection, copying and auditing of its accounts and records and the remedy available under the Arbitration and Conciliation Act, 1996.

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 the Agency shall, immediately upon 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.

2.9.5. Payment upon Termination

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

- a) payment pursuant to Clause 4 hereof for Services satisfactorily performed till the date of termination; and
- b) except in the case of termination pursuant to Clause 2.9.1 hereof, reimbursement of any reasonable direct documented costs incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Personnel.

2.10. Disputes Resolution

2.10.1. 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. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other Party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid manner within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration. Decision of COMPETENT AUTHORITY – NITCON LIMITED shall be final and binding on both the parties.

2.10.2. Arbitration:

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by a Sole Arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the Parties to the identity or appointment of such Sole Arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by NITCON and other appointed by Agency and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted at Delhi and following are agreed:

- a) When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement;
- b) The arbitration award shall be final and binding on the Parties;
- c) The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for Counsel);
- d) The award shall be made in English language.

3. OBLIGATIONS OF THE AGENCY

3.1. General

3.1.1 Standards of Performance

The Agency 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 Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to NITCON, and shall at all times support and safeguard NITCON's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The Scope of Works to be performed by the Agency are specified in the Terms of Reference of this Agreement. The Agency shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnel and agents of the Agency comply with the Applicable Laws.

3.2 Conflict of Interest

The Agency shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The dedicated team deployed by Agency shall not engage in Branding & Publicity activities that conflict with the interest of NITCON (only during the tenure of this Agreement) under this Agreement and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. It should be the requirement of the assigned works that the Agency should provide professional, objective and impartial advice and at all times hold NITCON's interest paramount, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

3.3 Confidentiality

3.3.1 The Agency and its Personnel shall not, either during the term of contract or within Ten (10) 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 NITCON to the Agency and a Personnel of Agency. Agency and its Personnel shall not disclose any information provided by or relating to NITCON, its technology, technical processes, business affairs or finances or any information relating to NITCON's employees, officers or other professionals or suppliers, customers, or contractors of NITCON; and any other information which the Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of NITCON. Notwithstanding the aforesaid, the Agency, and its Personnel may disclose Confidential Information to the extent that such confidential Information was in the public domain prior to its delivery to the Agency and its Personnel or becomes a part of the public knowledge from a source other than the Agency, and its Personnel; is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the Agency, shall give NITCON, written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

3.3.2 NITCON will treat all information, submitted by Agency as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. NITCON may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privileges of the statutory entity.

3.4 Liability of the Agency

The aggregate liability of the AGENCY under this Agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total assignment fee hereunder unless otherwise it is decided by any competent court or under arbitration.

3.5 Insurance to be taken out by the Agency

The Agency shall take out and maintain at his own cost, insurance against the risks, and for the coverage, and at NITCON's request, shall provide evidence to NITCON showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.

3.6 Agency's actions requiring NITCON's prior approval

NITCON will not normally consider any request of the Agency for substitution of Key Personnel. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity

or due to bad health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of NITCON.

3.7 Documents / information prepared by the Agency to be property of NITCON

All reports/ documents/ information and other documents prepared by the Agency in performing the Services shall become and remain the property of NITCON, and the Agency shall, after termination or expiration of this Agreement, deliver all such documents to NITCON, together with a detailed inventory thereof. The Agency may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

The Agency shall not use these documents for purposes unrelated to this Agreement.

3.8 Accuracy of Documents

The Agency shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the information, documents prepared by it as part of these Services. Subject to the provisions of Clause 3.4, it shall indemnify NITCON against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Agency or arises out of its failure to conform to good industry practice. The Agency shall also be responsible for promptly correcting the same, at its own cost and risk.

4. PAYMENT TO THE AGENCY

The complete payment shall be made on satisfactory completion of all activities/ roles/ duties, to the satisfaction of NITCON and strictly as per the defined payment terms.

5. CURRENCY OF PAYMENT

All payments shall be made in Indian Rupees.

6. Severability

If at any time any provision of this Agreement becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement.

The parties agree to furnish/execute such further or other documents/papers for giving fullest effect to the Scope of Work as may be required by NITCON.

7. JURISDICTION OF COURTS:

All disputes arising out of this Agreement shall be subject to the jurisdiction of the Courts at Delhi only

8. Performance Security

The Agency has furnished the Performance Security of an amount equal to 5% of the value of work, i.e. INR _____ only by way of Bank Guarantee/ FDR, the details of which are mentioned as below: -

.....
The validity period of Bank Guarantee/ FDR of Performance Security shall be contract period+ 6 months from the date of issuance of LOA / Work-Order or Issuance of Final Completion Certificate whichever is later.

9. Penalty for delay:

If the progress of assignment is found to be non-satisfactory or delayed at any point of time, NITCON reserves the right to impose penalty. The total amount of penalty shall not exceed 10% of total value of work.

10. Indemnity

The Agency will indemnify NITCON for any direct loss or damage that is caused due to the Agency's fraud, wilful misconduct, gross negligence, breach of confidentiality or breach of third-party intellectual property rights in the performance of the services.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of Agency:

(Signature of Authorized Representative)
(Name) (Name)
(Designation) (Designation)
(Address)

For and on behalf of NITCON:

(Signature of Authorized Representative)
(Name) (Name)
(Designation) (Designation)
(Address)

Witnesses:

- 1. Signature
Name

- 2. Signature

Name

APPENDIX -1

DRAFT FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

- i. In consideration of the NITCON LIMITED (hereinafter called "NITCON") having agreed to exempt - _____ (hereinafter called "the said Agency") from the demand, under the terms and conditions of an Agreement, dated _____ made between NITCON and _____ for the _____ project of _____ (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said Agency of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. _____ (Rupees _____ Only)
- ii. We, (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of _____ (Agency) do hereby undertake to pay to the NITCON LIMITED an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the NITCON LIMITED by reason of any breach by the said Agency of any of the terms or conditions contained in the said Agreement.
- iii. We (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NITCON LIMITED stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NITCON LIMITED by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.
- iv. We undertake to pay to the NITCON LIMITED any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- v. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Agency shall have no claim against us for making such payment.
- vi. We, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NITCON LIMITED under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or NITCON LIMITED certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
- vii. We, (indicate the name of bank) further agree with the NITCON LIMITED that the NITCON LIMITED

shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the NITCON LIMITED against the Agency and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Agency or for any forbearance, act or commission on the part of the NITCON LIMITED or any indulgence by the NITCON LIMITED to the said Agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- viii. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.
- ix. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NITCON LIMITED in writing.
- x. This guarantee shall be valid for a period of contract period +6 months with effect from (date of LOA).

Dated the _____ day of _____ 2026

For _____

(Indicate the name of Bank)

APPENDIX -2

DRAFT LETTER OF ACCEPTANCE

No. _____

Dated:

M/s. _____

(Name and address of the Bidder)

Subject: _____ (Name of the work as appearing in the bid for the work)

Your bid for the work mentioned above has been accepted on behalf of the NITCON LIMITED, at your bided offer as per scope of work given therein. You are requested to submit within 03 (Three) days from the date of issue of this letter:

- i. The performance security/ performance guarantee of Rs. _____ (in figures) Rupees __ (in words only). The performance security shall be in the shape of term deposit receipt/ bank guarantee of any nationalized / scheduled commercial bank.
- ii. Sign the contract agreement.

Please note that the time allowed for carrying out the work as entered in the bid is _____ months and shall be reckoned from the date of signing the contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact the office of undersigned for necessary instructions to start the work.

**Managing Director,
NITCON Limited, Delhi**