

Request For Proposal (RFP) for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya



Request For Proposal (RFP) for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya

Reference No: NGS.4/2025/1

Dated: 25th February 2026

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NOTICE INVITING TENDER

1. This RFP is being issued by Directorate of Sports and Youth Affairs, Meghalaya for Request for Proposal (RFP) for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya on such terms and conditions and technical specifications as set out in this RFP document.
2. The RFP document containing the details of qualification criteria, submission requirement, brief objective & scope of work can be downloaded from the Meghalaya e-procurement website <https://meghalayatenders.gov.in/nicgep/app> and DSYA official website <https://megsports.gov.in/> .
3. **Eligible firms/agencies/organizations may submit their bids in the prescribed format on the <https://meghalayatenders.gov.in/nicgep/app> portal ONLY as per date and time and instructions mentioned in data sheet.**
4. Directorate of Sports and Youth Affairs reserves the right to reject or accept all or any of the bids, or to hold, modify, withdraw or cancel the process or terminate the empaneled agency without assigning any reasons whatsoever. Directorate of Sports and Youth Affairs may terminate the RFP process at any time and without assigning any reason. Directorate of Sports and Youth Affairs makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by Directorate of Sports and Youth Affairs.
5. **For any technical related queries regarding bid submission in the portal please call at 24x7 Help Desk Number 0120-4001 002, 0120-4001 005, 0120- 4493395 and/or email to support-eproc(at)nic(dot)in**
6. Intending bidders are advised to regularly visit the Meghalaya e-Procurement website <https://meghalayatenders.gov.in/nicgep/app> and DSYA official website <https://megsports.gov.in/> before submission of tender; for any corrigendum / addendum/ amendment.

SD/-
Director,
Directorate of Sports & Youth Affairs
Government of Meghalaya
J.N.S Complex. Polo Grounds, Shillong - 793001

DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Directorate of Sports & Youth Affairs, Government of Meghalaya (hereby referred to as ‘Authority or ‘client’) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not a Contract 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 the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the assignment. 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 advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not 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 the law expressed herein.

The Directorate of Sports & Youth Affairs, Government of Meghalaya, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, 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, reliability or completeness 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 in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained

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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 assumption 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 Selected Bidder, as the case may be, for the assignment and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal 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 Proposal. All such costs and expenses will remain with the Bidder and the Client 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 for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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Director,
Directorate of Sports & Youth Affairs
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Part – 1 – Introduction

1.1. Background:

The objective of the Directorate of Sports and Youth Affairs (DSYA), Government of Meghalaya is to facilitate the development of sports, development of youth activities alongside the creation of necessary infrastructure required for grooming, nurturing and channelising the potential of the youth in becoming assets to the society.

The Directorate of Sports & Youth Affairs, Government of Meghalaya is seeking to engage the services of a competent agency having experience and expertise in improving and managing end-to-end social media and public outreach including but not limited to development and implementation of PR strategies, content creation, designing, photography and videography, creation/management of social media handles for the Directorate of Sports & Youth Affairs, Government of Meghalaya with special focus on the upcoming 39th National Games 2027.

1.2. Due Diligence by Bidders:

- 1.2.1. Bidders may prior to submitting their Proposals, examine the requirements at their own expense and obtain and ascertain for themselves, at their own responsibility and other information necessary for preparing their Proposals.
- 1.2.2. Bidders shall be deemed to have full knowledge of the requirements of the work. The Authority will not accept any responsibility or liability for any errors, omissions, inaccuracies or errors of judgment with respect to information or materials provided by The Authority in this RFP Document or otherwise, with respect to this Project. Although such information and materials are to the best of the Authority's belief, however, their verification is the sole responsibility of Bidder.
- 1.2.3. Bidders are advised to conduct thorough site inspection (if deemed necessary) before submitting bid. Intimation for site inspection must be submitted to the purchaser via e-mail at least 48 hours before the inspection.

1.3. Accessing Bidding Documents and Participation:

- 1.3.1. The complete Bid Document can be viewed/ downloaded from the Meghalaya e-procurement website <https://meghalayatenders.gov.in/nicgep/app> and DSYA official website <https://megsports.gov.in/> by interested bidders as per information mentioned in the data sheet.
- 1.3.2. Eligible firms/agencies/organizations may submit their bids in the prescribed format on the <https://meghalayatenders.gov.in/nicgep/app> portal ONLY as per date and time and instructions mentioned in data sheet.

- 1.3.3. Intending bidders are advised to regularly visit the Meghalaya e-Procurement website <https://meghalayatenders.gov.in/nicgep/app> and DSYA official website <https://megsports.gov.in/> before submission of tender; for any corrigendum / addendum/ amendment.
- 1.3.4. For any technical related queries regarding bid submission in the portal please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4001 005, 0120- 4493395 and/or email to support-eproc(at)nic(dot)in

1.4. Bid Validity Period:

- 1.4.1. Each Proposal shall indicate that it is a non-conditional Proposal, and that the Proposal will remain valid for a period not less than one hundred and eighty (180) days from the due date of the submission of the Proposal. The Authority reserves the right to reject any Proposal, which does not meet this Bid Validity Period requirement.
- 1.4.2. The Authority may request one or more extensions of the Bid Validity Period. To make such request, The Authority shall give notice through email to the Bidder(s). If any Bidder does not agree to the extension, they may withdraw by giving notice in writing to The Authority of its decision prior to the expiration of the Bid Validity Period. In case, The Authority does not receive any written notice of withdrawal prior to expiration of the Bid Validity Period, the requested extension shall be deemed to have been accepted by the Bidder(s).
- 1.4.3. When an extension of the Bid Validity Period is made, Bidders shall not be permitted to change the terms and conditions of their Bids.
- 1.4.4. The Bid Validity Period of the Successful Bidder shall be automatically extended till the date on which the Contract is signed and is in force.

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1.5. Data Sheet:

S. No.	Activity	Description
General		
1	Assignment Name	Request For Proposal (RFP) for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya
2	Client Name	Directorate of Sports and Youth Affairs, Government of Meghalaya
3	Nodal Officer Contact Details	Shri. Dikki D. Shira, Director, Directorate of Sports and Youth Affairs e-mail: dsyamegh@gmail.com Address: Office of the Director, Directorate of Sports and Youth Affairs, J.N. Stadium Complex, Shillong - 793001
4	Language	All Proposals shall be submitted in English. All related correspondence shall be in English.
5	Technical Proposal	All documents as sought in this RFP are to be submitted in the Meghalaya e-procurement portal. JV/Consortium allowed.
6	Proposal Processing Fee	Rs. 10,000/- (Rupees Ten Thousand Only), drawn in the form of a demand draft (DD) from a Scheduled Commercial Bank in India in favour of "Director of Sports and Youth Affairs, Government of Meghalaya" payable at Shillong. The original DD must be sent by post/courier/in person to Office of the Director, Directorate of Sports and Youth Affairs, J.N. Stadium Complex, Shillong – 793001 AND A scanned copy of the DD must be submitted along with Technical Proposal.

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S. No.	Activity	Description
7	Earnest Money Deposit (EMD)	<p>Rs. 10,00,000/- (Rupees Ten Lakhs Only), drawn in the form of a demand draft (DD)/bank guarantee (BG) from a Scheduled Commercial Bank in India in favour of "Director of Sports and Youth Affairs, Government of Meghalaya" payable at Shillong.</p> <p>The Bid Security must be valid for a period of ninety (90) days beyond the validity period of the bid. The EMD shall be returned to the bidders as per relevant rules/guidelines issued by the Government of India from time to time.</p> <p>The original DD/BG must be sent by post/courier/in person to Office of the Director, Directorate of Sports and Youth Affairs, J.N. Stadium Complex, Shillong – 793001</p> <p>AND</p> <p>A scanned copy of the DD/BG must be submitted along with Technical Proposal</p>
8	Validity of the Bid	180 Days (maybe extended upon mutual consent)
9	Clarifications	Clarifications may be requested no later than 24 hours before the date and time of pre-bid meeting and by email only. All Clarifications must be requested on mail to: dsyamegh@gmail.com as per below format (Part 5 of this RFP).
Submission, Opening, and Evaluation		
10	Date of RFP Publication	25 th February 2026
11	Submission	<p><u>Eligible firms/agencies/organizations may submit their bids in the prescribed format on the https://meghalayatenders.gov.in/nicgep/app portal ONLY.</u> Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet on the Meghalaya e-Procurement Portal https://meghalayatenders.gov.in/nicgep/app</p> <p>Bidders are advised to follow the instructions provided in the “Guidelines for hassle free Bid Submission” and other related data given on the website</p>

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S. No.	Activity	Description
		<p>https://meghalayatenders.gov.in/nicgep/app. For any technical related queries regarding bid submission in the portal please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4001 005, 0120- 4493395 and/or email to support-eproc(at)nic(dot)in</p> <p>Note:</p> <ol style="list-style-type: none"> Bidders are NOT to submit the cost as part of the Technical Proposal. Submission of such financial details in the Technical Proposal shall be considered a material deviation and will result in immediate disqualification of the tendering process. Bidders are NOT to submit Financial Proposal/Cost in email. Submission of such financial details in email shall be considered a material deviation and will result in immediate disqualification of the tendering process. <p>Submission of more than one bid by the same bidder shall entail the bidder for disqualification from participating in the bid process.</p> <p>Bidders are advised to conduct thorough site inspection (if deemed necessary) before submitting bid. Intimation for site inspection must be submitted to the purchaser via e-mail at least 48 hours before the inspection.</p>
12	Date and Details of Pre-Bid Meeting	Monday, March 9 · 2:00 pm Google Meet joining info: https://meet.google.com/jwk-ttje-bgu
13	Last Date of Bid Submission	20 th March 2026 12 noon
14	Opening of Technical Proposal	20 th March 2026 13:00 hrs
15	Technical Presentation	Shall be intimated to qualified bidders via email. Note: It is the responsibility of the bidder to be ready and available for the technical presentation at very short notice (24 hours) which may happen online/offline.
16	Opening of Financial Proposal	Shall be intimated later

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S. No.	Activity	Description
17	Tenure of Contract	The contract shall be valid for a period of 02 years from the date of signing of contract. The same can be extended for 01 more year upon mutually agreed terms and satisfactory performance by the successful bidder.
18	Method of Evaluation	Quality and Cost Based Selection (QCBS)

Part – 2: Instructions to the Bidders.

A GENERAL:

1.6. Scope of Proposal:

- 1.6.1. Detailed description of the objectives, Scope of services, Deliverables and other requirements relating to these services are specified in this RFP. In case the bidder possesses the requisite experience and capabilities required for undertaking the services, it may participate in the selection process in the manner in which the proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 1.6.2. Bidders are advised to conduct thorough site inspection (if deemed necessary) before submitting bid. Intimation for site inspection must be submitted to the purchaser via e-mail at least 48 hours before the inspection.
- 1.6.3. Bidders are advised that the selection of Agency shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given.
- 1.6.4. The Bidder shall submit its Proposal in the form and manner specified in the RFP. Upon selection, the Bidder shall be required to enter into a Contract with the Authority in the form specified at Schedule-1.

1.6.5. Pre-Qualification Criteria:

S. No.	Criteria	Required Documentation
1	Letter of Proposal on letter head of bidder	As per Schedule 3
2	The supplier must be incorporated and registered in India, under the Indian Companies Act / Partnership Act /LLP Act or any other relevant law of India. In case of JV/ Consortium, all the member firms must be a registered company or firm in India registered under the relevant provisions/acts in India	Certificate of Registration/ Incorporation(s)/ Partnership Deed (all members in case of JV/ Consortium)

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3	Up to date Income Tax Returns for past 3 Financial Years, i.e., 2022-23, 2023-24, 2024-25	Copies of IT returns to be submitted (all members in case of JV/ Consortium)
4	The Bidder must have minimum average annual turnover of at least Rs 1 crore in any three of the last 5 Financial Years (2020-21, 2021-22, 2022-23, 2023-24, 2024-25)	Certificate from Statutory Auditor/registered Chartered Account
5	Agency should not be blacklisted by Govt. of India, any Central/State government body/PSU.	Self-Certification/Undertaking regarding the same (Schedule 10)
6	Valid PAN and GST Registration Certificate (of all members in case of consortium)	Signed and stamped photocopy.
7	Original and scanned copies of Bid Security/EMD and tender processing fee.	As per instructions given in the Data Sheet.
8	Letter of authorization	Power of attorney (as per annexed format)
9	<p>The Bidder must have successfully executed at least 02 (two) numbers of similar projects for any sporting competition/ tournament organized by any Central/ State Govt./ PSU sports body or National Sports Federation (NSF) or any Private Sports Body of repute.</p> <p>Note: Private sports bodies of repute, for the purpose of this clause in the RFP, shall mean organizations recognized for effectively promoting, regulating, or organizing sports activities at state, national or international levels.</p>	<p>Work Completion Certificate clearly defining project value, scope of work, tenure of the project and other deliverables.</p> <p>Work Order without work completion certificate will not be considered.</p>

Note: Exemption from paying EMD by Micro and small enterprises shall be applicable as per relevant guidelines issued by the Government of India from time to time. Latest UDYAM Registration Certificate issued by Ministry of Micro, Small and Medium Enterprises, Government of India must be submitted.

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1.6.6. **Core Team:**

The **Core Team** shall consist of the following key personnel:

Sr. No	Resource	Number of Resources Required	Deployment	Minimum Educational Qualification	Minimum Work Experience
1	Creative Head cum Team Lead	01	Full Time	Postgraduate Degree in Mass Communication/ Journalism/ Media Studies/ Public Relations	Should have experience of at least 10 years in similar projects.
2	Public Relations (PR) Strategist	01	Full Time	Postgraduate Degree in Mass Communication/ Journalism/ Media Studies/ Public Relations/ Marketing	Should have experience of at least 05 years in similar projects with hands-on experience of working with PR/ Media agencies (international/ national/ regional level)
3	Lead Photographer	01	Full Time	Graduate Degree in any discipline with Degree/ Certificate/ Diploma in Photography or Videography	Should have experience of at least 05 years as Photographer/ Videographer including at least 03 years of experience in Sports Photography
4	Lead Videographer	01	Full Time	Graduate Degree in any discipline with Degree/ Certificate/ Diploma in Photography or Videography	Should have experience of at least 05 years as Photographer/ Videographer including at least 03 years of experience in Sports Videography
5	Content Creator	01	Full Time	Postgraduate Degree in English/ Linguistics/ Mass Communication/ Journalism/ Media Studies/ Public Relations	Should have minimum 05 years of experience in similar role.
6	Graphic Designer	01	Full Time	Graduate/ Postgraduate/ Diploma in design/ fine arts/ Applied arts/ Animation or any other relevant discipline	Should have minimum 05 years of experience in similar role. Must have experience of working on multimedia platforms like Adobe Photoshop, Illustrator, Lightroom etc.
7	Video Editor cum Motion Graphic Designer	01	Full Time	Graduate/ Postgraduate/ Diploma in Filmography/ Cinematography/ Editing/	Should have minimum 05 years of experience in similar role. Must have

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				Multimedia or any other relevant discipline	experience of working on multimedia platforms like Adobe Premier Pro, Adobe After Effects, Final Cut pro etc.
8	Coordinator cum Support Consultant	02	Full Time	Graduate Degree in Mass Communication/ Journalism/ Media Studies/ Public Relations/ Marketing	Should have experience of at least 03 years in similar projects.

- Note:**
- The team must be equipped with required IT equipment (individual laptops, printer, high-end camera, relevant software and hardware, drone etc.) and vehicle(s) to enable itself to cover events across the state.**
 - Similar Project means handling and content creation for social media handles, generating and implementing PR strategies, improving public outreach and similar activities.
 - Similar project/ role (as the case may be) must be read in line with the ToRs, and Roles and Responsibilities attached below.
 - Only such work experience of the personnel shall be considered for evaluation that is attained after completion of Graduation/ Minimum Educational Qualification ascertained for the said role.
 - Internship/ Volunteering shall not be considered as work experience.

1.6.7. **The above resources must be deployed full time at the project location i.e. Meghalaya, India during the entire duration of the project.**

1.6.8. **The resources (Core team and Additional) would require extensive travelling across the state to cover various events or other related activities, even happening simultaneously, hence,**

a. **It is the responsibility of the bidder to employ additional resources (preferably locals from Meghalaya) with requisite skills and equipment to deliver the entire scope of work in adherence to the stipulated timelines/ goals mentioned in this RFP; within the cost quoted by the bidder in the BoQ.**

b. **It is the responsibility of the bidder to employ additional resources (preferably locals from Meghalaya) with requisite skills and equipment before and during the 39th National Games; to deliver the entire scope of work in adherence to the stipulated timelines/ goals mentioned in this RFP; within the cost quoted by the bidder in the BoQ.**

c. **Please note that at least 50% of the additional resources recruited by the successful agency to deliver the scope of work must be locals from the state of Meghalaya. It is the responsibility of the successful agency to train them and provide them with necessary equipment, if required.**

1.6.9. **In view of clauses 1.6 and 1.7 of this RFP, bidders are requested to perform due diligence before submitting their financial proposals. Bidders must take into account all associated and miscellaneous costs that may be incurred for deploying additional resources and equipment *both at back end and at project***

locations as per requirement in order to deliver the mentioned scope of work as per the stipulated timelines/ goals. No additional and/or hidden charges claimed later by the bidder may be considered by The Authority.

1.6.10. However, submission of unusually low or unusually high financial proposals as compared to market rates for similar projects may lead to disqualification from the tendering process.

1.6.11. **Roles and Responsibilities of Core Team:** The roles and responsibilities of the resources are as follows (but not restricted to):

Sr. No.	Key Responsibility Area	Brief Roles and Responsibilities
Creative Head cum Team Lead (x1)		
1.	Core Responsibility	<p>Lead the end-to-end social media & digital creative function, serve as the single point of contact with the Department, plan and run campaigns, and manage a cross-functional team to deliver on visibility, engagement, and reputation goals.</p> <p>Act as the primary point of contact with the Department, capture briefs, present ideas, obtain approvals, and share reports.</p> <p>Ensure delivery of all tasks in coordination with all relevant stakeholders including but not limited to different government Departments, State Sports Associations etc.; in addition to DSYA and its designated representatives.</p> <p>Maintain documentation, trackers, and audit trails for all deliverables including submission of monthly progress reports to the client.</p>
2.	Strategy & Planning	<p>Develop platform-wise social media strategy (X, Instagram, Facebook, YouTube, LinkedIn, Threads) aligned with the Department’s objectives.</p> <p>Build campaign calendars, content pillars, and messaging frameworks for thematic and real-time initiatives.</p>
3.	Creative & Content Leadership	<p>Oversee production of static, video, reels, carousels, motion graphics, long/short-form content. Ensure content is brand-safe, culturally sensitive, compliant, and inclusive; adapt to multilingual needs where required.</p>
4.	Campaign Management	<p>Lead 360° campaign execution: timelines, asset readiness, approvals, deployment, and governance.</p> <p>Plan moment marketing & real-time response during key events.</p>
5.	Influencer Collaboration	<p>Identify and coordinate with influencers/creators for Department Event promotion.</p>
6.	Performance, Analytics & Reporting	<p>Define KPIs for each campaign and platform; set benchmarks.</p> <p>Submit insightful dashboards & performance reports per event/ campaign.</p>

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Sr. No.	Key Responsibility Area	Brief Roles and Responsibilities
7.	Team Coordination & Supervision	Assign tasks, review performance, and ensure timely delivery of work by the Core Team and other support teams.
8.	Quality Assurance & Reporting	Ensure data accuracy, system functionality, and prepare periodic reports for stakeholders.
9.	Tool Management & Innovation	Identify and deploy new data tools as required; ensure smooth operation and training of all resources (Core Team and Additional)
10.	Exit Management & Knowledge Transfer	a. Lead preparation and execution of exit management plan. b. Ensure functional and technical knowledge transfer, and database handover to the Authority.
Public Relations (PR) Strategist (x1)		
1.	Strategy & Planning	Build the monthly PR strategy aligned with the Department's sports calendar (league events, state championships, marathons, flagship programs, National Games, etc.)
2.	Media Relations & Outreach	Plan and execute media outreach for every event, press notes, save-the-dates, invitations, and exclusive stories. Maintain an updated media database (national, regional, beat reporters, sports editors, digital etc.). Coordination with local and national media houses for maximum Outreach.
3.	Content & Messaging	Draft and refine press releases, media kits, backgrounders, fact sheets, Q&As, speeches, event notes, minister/official talking points, and post-event reports. Coordinate with creative/social teams for campaign messaging and integrated communication
4.	Event PR Operations	Create event wise PR calendars (pre event, live, post event), media advisories, and accreditation workflows. Ensure timely dissemination of results, milestones, athlete stories, and high-quality photo/video assets to media.
5.	Integrated Communications Support	Align PR with social media, content, and paid amplification (where relevant) for cohesive campaigns
Content Creator (x1)		
1.	Content Creation (Core)	Write clear, compelling, and high quality content for social media, campaigns, scripts, newsletters, press materials, and reports. Develop creative concepts, taglines, slogans, and long/short form copy based on campaign objectives. Create content tailored for platform formats like Reels, carousels, posts, YouTube scripts, LinkedIn articles, etc.
2.	Research & Ideation	Conduct thorough research on topics, trends, sectoral themes, and audience behaviour.

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Sr. No.	Key Responsibility Area	Brief Roles and Responsibilities
		<p>Develop content ideas, narrative themes, and storytelling frameworks for campaigns and ongoing communication.</p> <p>Stay updated on digital trends, government initiatives, and public communication styles (if for a department).</p>
3.	Social media & Digital Copywriting	<p>Write platform-first copy for Instagram, X, Facebook, LinkedIn, YouTube, etc.</p> <p>Adapt messaging to suit different audience segments and campaign requirements.</p> <p>Support moment marketing, topical posts, and event-based content.</p>
4.	Campaign Support & Coordination	<p>Work closely with designers, editors, and strategy teams to produce integrated campaigns. Convert briefs into structured content plans and deliverables.</p>
Graphic Designer (x1)		
1.	Creative Design & Visual Communication	<p>Create high-quality static creatives, infographics, posters, banners, brochures, carousels, and digital assets.</p> <p>Develop visually appealing designs aligned with campaign themes and brand guidelines.</p> <p>Convert concepts, briefs, and ideas into impactful visual stories</p>
2.	Social media & Digital Platform Design	<p>Produce platform optimized creatives for Instagram, Facebook, X, LinkedIn, YouTube, websites, and more.</p> <p>Ensure designs follow each platform’s size, resolution, and content best practices.</p> <p>Create thumbnails, reels covers, UI-style graphics, and social-first visual formats</p>
3.	Brand Identity & Campaign Support	<p>Maintain consistency in brand identity across all visual materials.</p> <p>Support large-scale digital campaigns, event branding, and thematic content series.</p> <p>Create campaign-specific visual toolkits, templates, and icon sets.</p>
4.	Design Quality & Compliance	<p>Ensure all designs meet high standards of quality, clarity, accessibility, and correctness.</p> <p>Follow departmental communication guidelines, brand manuals, and platform rules.</p> <p>Maintain an organized archive of all design files and working documents.</p>
Video editor cum Motion Graphic Designer (x1)		
1.	Video Editing (Core)	<p>Edit raw footage into polished short-form and long-form videos for digital and social media platforms.</p>

Request For Proposal (RFP) for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya

Sr. No.	Key Responsibility Area	Brief Roles and Responsibilities
		Assemble recordings, trim clips, enhance audio, correct colours, add transitions, and ensure smooth flow. Create platform-specific outputs for Instagram Reels, YouTube, Facebook, LinkedIn, X, etc.
2.	Motion Graphics & Animation	Design and animate text overlays, lower thirds, Infographics, transitions, logo animations, and motion templates. Create engaging 2D motion graphics, explainer videos, and animated visual elements. Collaborate with designers to transform static creatives into motion-first assets
3.	Quality Control & Compliance	Ensure all video outputs meet high standards of quality, accuracy, audio balance, colour consistency, and branding. Follow departmental communication guidelines, brand rules, and platform policies. Check for factual accuracy, clarity, and accessibility (subtitles, safe zones, etc.).
Lead Photographer (x1)		
1.	Sports Photography (Core)	Capture high-quality action shots, portraits, behind-the-scenes visuals, and event moments during sports activities. Use professional photography techniques suitable for fast-paced, high-motion environments. Ensure sharpness, correct exposure, and creative framing even in challenging lighting conditions.
2.	Event Coverage & On Ground Execution	Lead complete photography coverage for sports events, tournaments, press conferences, training sessions, and promotional activities. Coordinate with event teams, athletes, and media managers for smooth shooting operations. Plan shot lists and ensure all key moments are captured.
3.	Creative Direction & Visual Storytelling	Conceptualize photo stories aligned with campaign themes, social media needs, and brand guidelines. Capture visuals that support digital campaigns, highlight reels, player features, and storytelling content. Suggest new ideas, angles, and photo formats suitable for digital platforms.
4.	File Management & Archival	Maintain a structured archive of raw and edited images for future reference and audits. Organize shoot folders with clear labelling, versioning, and metadata.

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Sr. No.	Key Responsibility Area	Brief Roles and Responsibilities
5.	Equipment Management	Maintain and operate professional photography equipment (cameras, lenses, lighting, stabilizers, etc.). Ensure all equipment is serviced, updated, and ready for shoots. Manage backups, memory cards, batteries, lighting gear, and accessories efficiently.
Lead Videographer (x1)		
1.	Sports Videography (Core Function)	Capture high-quality action videos, match highlights, training sessions, interviews, and event coverage. Film in fast paced sports environments with precision, stability, and correct framing. Shoot using multiple styles, wide angles, close-ups, slow motion, aerial shots, and dynamic movement sequences.
2.	On-Ground Event Coverage	Lead video shoot operations for sports tournaments, press events, launches, and promotional activities. Coordinate with event teams, coaches, athletes, and media personnel to ensure seamless coverage. Plan shot lists and ensure all priority moments are captured
3.	Video Assets & Storytelling	Capture visually compelling footage to support digital campaigns, social media stories, and highlight reels. Record content suitable for Reels, YouTube videos, promo films, behind-the-scenes videos, and documentaries
4.	Equipment Handling & Management	Operate and maintain professional video gear (cameras, gimbals, lenses, drones, lights, stabilizers). Keep all equipment charged, serviced, calibrated, and ready for shoots. Manage backups, SD cards, batteries, and on-ground technical supplies.
5.	Drone Operation	Operate drones safely and professionally during sports events, outdoor venues, and training sessions. Capture aerial visuals, tracking shots, stadium overviews, and dynamic movement shots.
Coordinator cum Support Consultant (x2)		
1	Support and Coordination	Act as a support link between the Department, internal teams, and State Sports associations Provide day-to-day creative, operational and coordination support to the Core Team.

Request For Proposal (RFP) for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya

Sr. No.	Key Responsibility Area	Brief Roles and Responsibilities
		Assist in planning, tracking, and follow-up of assigned tasks, timelines, and deliverables. Assist in gathering requirements, preparing briefs, and ensuring smooth communication flow. Manage day-to-day coordination for ongoing campaigns, content approvals, and task updates. Coordinate with designers, editors, and Content Creators for timely delivery of assets. Help with uploading, scheduling, and monitoring social media posts across platforms. Coordinate during events, live coverages, or special campaigns.
2	Quality & Compliance Assistance	Check content for errors before submission (basic QA). Ensure adherence to platform guidelines, departmental communication norms, and branding instructions.
Any other related task as assigned by the Competent Authority.		

1.7. Conditions of Eligibility of Bidders:

- 1.7.1. Bidders must read carefully the minimum Conditions of Eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for further evaluation.
- 1.7.2. To be Eligible for Evaluation of its Proposal, the Bidder shall fulfil the following:
 - (A) **Technical Capacity:** The Bidder shall have technical capacity as per Eligibility Criteria specified in Clause 1.6.
 - (B) **Availability of Key Personnel:** All the key experts of the Core Team should be present during execution and for all important meetings.
- 1.7.3. Any entity which has been barred/blacklisted by any Central Government or state Government body, from participating in any project would not be eligible to submit a Proposal either by itself or through its Associate.

- 1.7.4. A Bidder or its Associate should have, during the last three years, 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 Bidder or its Associate, nor been expelled from any project or Contract nor have had any Contract terminated for breach by such Bidder or its Associate.
- 1.7.5. While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.
- 1.7.6. All documents submitted by the bidder must be signed and stamped by the authorized signatory and submitted in the letterhead of the bidder.

1.8. Conflict of Interest:

- 1.8.1. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Services (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, authority may claim the mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 1.8.2. The Authority requires that the bidder provides professional, objective, and impartial services and advice and at all times hold the Authority’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 1.8.3. A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - (a) The bidder or a constituent of such Bidder is also a constituent of another Bidder; or

- (b) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (c) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- (d) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
- (e) there is a conflict among this project and other assignments of the Bidder (including its personnel and Sub-Contractors) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

1.9. Number of Proposals:

No Bidder shall submit more than one proposal for this RFP.

1.10. Cost of Proposal:

The Bidders shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

1.11. Acknowledgement by Bidder:

1.11.1. It shall be deemed that by submitting the Proposal, the Bidder has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.5 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and

f) agreed to be bound by the undertaking provided by it under and in terms hereof.

1.11.2. The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

1.12. Right to reject any or all Proposals:

1.12.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

1.12.2. Without prejudice to the generality of Clause 1.12 the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit and is at the sole discretion of the Authority, including annulment of the Selection Process.

B DOCUMENTS:

1.13. Contents of the RFP:

1.13.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and in the Data Sheet and will additionally include any Addendum / Amendment issued in accordance with Clause 2.10.

1.14. Clarifications:

1.14.1. Bidders requiring any clarification on the RFP may send their queries (as per the annexed format) to the Authority, through email only with subject line as follows: **“Pre-Bid queries - <Name of Agency> <Name of Project> ”.**

The reply to the pre-bid queries and any addendum/corrigendum shall be communicated through email or published in the website.

- 1.14.2. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 1.14 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

1.15. Amendment to RFP:

- 1.15.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/Amendment and posting it on the Official Website.
- 1.15.2. Amendment(s) (if any) shall be communicated through email or published in the website and shall be binding on all Bidders.
- 1.15.3. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C PREPARATION AND SUBMISSION OF PROPOSAL:

1.16. Language:

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

1.17. Format and signing of Proposal:

- 1.17.1. The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

1.17.2. The Bidder shall submit the proposal as prescribed in the Data Sheet. In case of any queries, bidders may contact the Point of Contact (as per Data Sheet) on any working days.

1.17.3. The Proposals must be properly signed by the authorized representative (the **“Authorized Representative”**)

A copy of the Power of Attorney as per annexed format shall accompany the Proposal.

1.17.4. Bidders should note the Bid Submission Date/ Proposal Due Date, as specified in the data sheet for submission of Bids. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Bid submission Date. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications as per provisions of this RFP.

1.18. Technical Envelope No.1:

The Bidder shall submit all the documents as per formats provided in the RFP document.

While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) All forms are submitted in the prescribed formats and signed and stamped by the prescribed signatories;
- b) Power of Attorney is executed as per Applicable Laws;
- c) CVs of all Professional Personnel have been included;
- d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down in the RFP;
- e) No alternative proposal for any Key Personnel should be made and only one CV must be proposed for each position.
- f) The CVs must be recently signed and dated by the respective Personnel and countersigned by the Bidder.

- g) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- h) Professional Personnel proposed must have good working knowledge of English language;
- k) Key Personnel must be available for the period indicated
- l) No Key Personnel should have attained the age of 65 (sixty five) years at the time of submitting the proposal; and

1.18.1. Failure to comply with the requirements spelt out in this Clause 2.12 shall make the Proposal liable to be rejected.

1.18.2. If an individual Key Personnel makes a false declaration regarding their qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Contract, s/he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Services to the Bidder may also be liable to cancellation in such an event.

1.18.3. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

1.18.4. The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

1.18.5. In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the bidder either by issue of the LOA or entering into of the Contract, and if the Selected Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in

writing by the Authority without the Authority being liable in any manner whatsoever to the Bidder or Agency, as the case may be.

In such an event, the Authority may claim as mutually agreed compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

1.19. Financial Envelope:

1.19.1. The Bidder shall submit the financial proposal as prescribed BoQ. The Bidder shall clearly indicate the total cost of the Services in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

1.19.2. While submitting the Financial Proposal, the Bidder shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office, back end etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses and tax liabilities. **For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal.** Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(iii) Costs (including break down of costs) shall be expressed in Rupees.

1.20. Proposal Due Date/ Bid Submission Date:

1.20.1. Proposal should be submitted as specified in the Data Sheet as detailed in this RFP.

1.20.2. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Bidders.

1.21. Late Proposals submissions:

Only Proposals received as per tendering process will be entertained. Proposals received after the specified time mentioned in the schedule specified in the Data Sheet will not be entertained.

1.22. Modification/ substitution/ withdrawal of Proposals:

1.22.1. No alteration /modification to the submitted Proposal shall be allowed.

1.22.2. No Proposal shall be withdrawn by the Bidder after the Proposal Due Date.

D EVALUATION PROCESS:

1.23. Evaluation of Proposals:

- 1.23.1. The Authority shall open the Proposals on the Proposal Due Date.
- 1.23.2. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
 - (a) the Technical Proposal is received in the form specified in this RFP
 - (b) it is submitted by the Proposal Due Date including any extension thereof pursuant to the Data Sheet;
 - (c) it is accompanied by the Power of Attorney as specified
 - (d) it contains all the information (complete in all respects) as requested in the RFP;
 - (e) it does not contain any condition or qualification.
- 1.23.3. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 1.23.4. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP.
- 1.23.5. After the technical evaluation, the Authority shall prepare a list of short-listed Bidders. Shortlisted bidders shall be intimated for technical presentation on approach and methodology. The final shortlisted bidders shall be informed for opening of their Financial Proposals. A date and time will be notified to all Bidders for announcing the result of evaluation and Financial Envelope opening. Before opening of the Financial Proposals, the list of short-listed Bidders along with their Technical Score will be declared. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms as laid down in this RFP.
- 1.23.6. Bidders are advised that Selection will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no

explanation or justification on any aspect of the Selection Process or Selection will be given.

- 1.23.7. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Work is subsequently awarded to it.

1.24. Confidentiality:

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 privilege of the statutory entity and/or the Authority.

1.25. Clarifications:

- 1.25.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 1.25.2. If a Bidder does not provide clarifications sought under Clause 2.20.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E APPOINTMENT OF AGENCY:

1.26. Negotiations:

- 1.26.1. The Selected Bidder may, if necessary, be invited for negotiations.
- 1.26.2. The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

1.27. Substitution of Key Personnel:

- 1.27.1. The Authority will not normally consider any request of the Selected Bidder 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 health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority and subject to conditions in the Bid Document.
- 1.27.2. The Authority expects all the Key Personnel to be available during implementation of the Contract. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health.
- 1.27.3. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Contract. Further the substitution by equivalent or above with prior permission of the Authority in Force Majeure cases can be considered on case-to-case basis.

1.28. Indemnity:

The bidder shall, subject to the provisions of the Contract, indemnify the Authority for an amount not exceeding the value of the Contract for any direct loss or damage that is caused due to any deficiency in services.

1.29. Award of Work:

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 2 (two) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the

Authority may, unless it consents to extension of time for submission thereof, may claim loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next highest ranking Bidder may be considered.

1.30. Execution of Contract:

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Contract within 07 (seven) days from the date of issue of LOA or such other date as may be mutually agreed. The Selected Bidder shall not be entitled to seek any deviation in the Contract.

1.31. Commencement of Assignment:

The bidder shall commence the Services at the Project site within 7 (seven) days of the date of the issuance of LOA or such other date as may be mutually agreed. If the bidder fails to either sign the Contract as specified in Clause 1.29 or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations.

1.32. Proprietary Data:

Subject to the provisions under RFP, all documents and other information provided by the Authority or submitted by the Bidder to the Authority shall remain or become the property of the Authority. **Bidders are to treat all information as strictly confidential.** The Authority will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the bidder to the Authority in relation to the Work shall be the property of the Authority.

1.33. Communication between Bidders and the Authorities:

All communication, unless specified otherwise, on this RFP Document to the Authority shall be addressed to the person and address mentioned in the Data Sheet.

1.34. General Provision:

1.34.1. Non-Discriminatory and Transparent Bidding Proceedings:

The Authority shall ensure that the rules for the Bid Process for the Project are applied in a non-discriminatory, transparent and objective manner. The Authority shall not provide to any Bidder, information regarding the Project or the Bidding Process, which may have the effect of restricting competition.

1.34.2. Prohibition against Collusion with another Bidder:

Each Bidder shall submit a single bid. Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through consultation, collusion, or understanding with any other prospective Bidder for the purpose of restricting competition shall be deemed to be invalid and the Bid shall be rejected.

1.34.3. Entity Barred from Bidding:

Any entity which has been barred by the Central Government or any State Government or a statutory authority or a public sector undertaking, as the case may be, from participating in government tendering processes and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

1.34.4. Ongoing Legal dispute with The Authority:

Any entity which has ongoing legal dispute with The Authority and such dispute is under an arbitral or judicial authority shall not be eligible to submit a Proposal either by itself or through its Associate.

Part – 3: Criteria for Evaluation

1.35. Evaluation of Technical Proposals

1.35.1. Only bidder(s) who qualify the pre-qualification criteria shall be considered for further evaluation. Only those bidders whose Technical Proposals get a score of 70 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (S_T). If a minimum number of two (02) bidders do not technically qualify for further evaluation, then the authority at its sole discretion has the right to consider bidders scoring below 70 marks (up to 60 marks) for further evaluation.

1.35.2. The scoring criteria to be used for evaluation shall be as follows:

SL	Requirements	Supporting Docs	Maximum Marks
A	Company Profile		7
1	The Bidder must have minimum average annual turnover of at least Rs. 1 crore in any three of the last five Financial Years (2020-21, 2021-22, 2022-23, 2023-24, 2024-25) <ul style="list-style-type: none"> i. Rs 1 crore to 1.5 crores (2 marks) ii. More than Rs 1.5 crores to 2 crores (5 marks) iii. More than Rs 2 crores (7 marks) 	Certificate from Chartered Accountant Certificate	7
B	Project Experience		47
1	Bidder must have prior experience in executing similar projects in last 05 years for any Central/ State Govt. body/ PSU of minimum contract value of at least Rs 50 lakhs <p>A. No. of Projects:</p> <ul style="list-style-type: none"> i. 1-2 projects (05 marks) ii. 3-4 projects (10 marks) iii. 5-6 projects (15 marks) iv. More than 6 projects (20 marks) <p>B. Contract Value:</p>	Work completion certificates clearly defining project value, scope of work, tenure of the project, and other deliverables. Work order without work completion certificate will not be considered.	20 + 15 = 35

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	<p>i. More than 50 lakhs to 75 lakhs (05 marks)</p> <p>ii. More than 75 lakhs to 1 crore (7 marks)</p> <p>iii. More than 1 crore (10 marks)</p> <p>iv. Additional 05 marks would be given for Executing at least one similar project for any Central/State Govt. Sports body</p> <p>Note: Similar Project means handling and content creation for social media handles, generating and implementing PR strategies, improving public outreach and similar activities, including photography/videography.</p>		
2	<p>Bidder must have prior experience in executing projects related to Sports Photography/Videography in last 05 years in any sporting competition/ tournament organized by any Central/ State Govt./ PSU sports body or National Sports Federation (NSF) or any Private Sports Body of repute – 10 marks</p> <p>Additional 02 marks would be given for executing similar project for multi- sport, multi-venue sports event organized by the aforementioned entities.</p> <p>Note: Private sports bodies of repute, for the purpose of this clause of the RFP, shall mean organizations recognized for effectively promoting, regulating, or organizing sports activities at national or international levels.</p>	<p>Work completion certificates clearly defining project value, scope of work, tenure of the project, and other deliverables.</p> <p>Work order without work completion certificate will not be considered.</p>	12
C	Qualification of Resources		16
1	<p>Creative Head cum Team Lead (x1)</p> <p>1. Meeting required Educational Qualification and Work Experience – 1 mark</p> <p>2. Experience of working in similar projects for any Central/State Government body – 1 mark</p>	CV in required format	2

Request For Proposal (RFP) for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya

2	<p>PR Strategist (x1)</p> <ol style="list-style-type: none"> 1. Meeting required Educational Qualification and Work Experience – 1 mark 2. Experience of working in similar projects for any Central/State Government body – 1 mark 	CV in required format	2
3	<p>Lead Photographer (x1)</p> <ol style="list-style-type: none"> 1. Meeting required Educational Qualification and Work Experience – 1 mark 2. Experience of working in multi-sports, multi-venue sporting events – 1 mark 	CV in required format	2
4	<p>Lead Videographer (x1)</p> <ol style="list-style-type: none"> 1. Meeting required Educational Qualification and Work Experience – 1 mark 2. Experience of working in multi-sports, multi-venue sporting events – 1 mark 	CV in required format	2
5	<p>Content Creator (x1)</p> <ol style="list-style-type: none"> 1. Meeting required Educational Qualification and Work Experience – 1 mark 2. Experience of working in similar projects for any Central/State Government body – 1 mark 	CV in required format	2
6	<p>Graphic Designer (x1)</p> <ol style="list-style-type: none"> 1. Meeting required Educational Qualification and Work Experience – 1 mark 2. Experience of working in similar projects for any Central/State Government body – 1 mark 	CV in required format	2
7	<p>Video Editor cum Motion Graphic Designer (x1)</p> <ol style="list-style-type: none"> 1. Meeting required Educational Qualification and Work Experience – 1 mark 2. Experience of working in similar projects for any Central/State Government body – 1 mark 	CV in required format	2
8	<p>Coordinator cum Support Consultant (x2)</p> <ol style="list-style-type: none"> 1. Meeting required Educational Qualification and Work Experience – 1 mark 	CV in required format	2

Request For Proposal (RFP) for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya

D	Technical Presentation	30
1	Agency Background & Projects Handled	5
2	Previous major projects handled and on-going projects, if any	5
3	Understating of Requirements	10
4	Innovative ideas & Deployment Plan	10
Total (A+B+C+D)		100

1.35.3. The bidder will have to enclose presentation along with the technical proposal (Schedule - 9). The presentation shall cover in sufficient detail the appreciation of the project, method statement for the assignment covering approach & methodology, proposed organizational structure, work program, implementation strategy and any other relevant detail.

1.36. Evaluation of Financial Proposal:

- 1.36.1. The Financial Bids of only the technically qualified bidders shall be opened. Each Financial Proposal will be assigned a financial score (S_F). The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal quoted by other Bidder other than the lowest Financial Proposal)

- 1.36.2. **Combined Final Evaluation:** Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively. The selection of the bidder shall be based on the QCBS method in which weightage of the technical score shall be 80% and weightage of the financial score shall be 20%.

- 1.36.3. The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder and so on shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder (and so on) withdraws or fails to comply with the requirements specified in the RFP.
- 1.36.4. The date of opening of financial bids shall be notified to the technically qualified bidders later.
- 1.36.5. **The cost indicated in the Financial Proposal shall be deemed as final and reflective of the total cost of services. The liability to fulfill its obligations as per the scope of work within the total quoted cost shall be that of the bidder.**
- 1.36.6. **The costs quoted must be inclusive of all taxes, or any other relevant cost. No additional/ hidden costs would be accepted by the Authority later.**

Request For Proposal (RFP) for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya

1.36.7. In case of tie, bidder with the higher average annual turnover would be considered for appointment. The decision regarding the same is at the sole discretion of the Authority.

1.36.8. The Directorate reserves the right to negotiate the cost with the successful bidder.

Part – 4: Fraud & Corrupt Practices

- 1.37. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security.
- 1.38. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract, if an Bidder or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Contract, such Bidder or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Agency, as the case may be.
- 1.39. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the

Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

1.40. Inducements:

Any effort by a Bidder to influence processing of Bids or to award decision by THE AUTHORITY, or any officer, agent or Advisor thereof may result in the rejection of such Bidder’s Bid. In such a rejection of Bid, the authority may initiate the legal action against the Bidder.

Part – 5: Pre-Bid Queries format

1.41. Pre-Bid Queries and clarifications:

1.41.1. Bidders requiring any clarification on the RFP may send their queries to the Authority on or before the date mentioned in the data sheet, through email only with subject line as follows:

“Pre-Bid queries - <Agency’s Name> <RFP Name>” as per annexed format

1.41.2. The reply to the pre-bid queries and any addendum/corrigendum shall be made through email and/or published on the website(s).

1.41.3. **The Format of the pre-bid queries**

Sub: Pre-Bid queries - <Agency’s Name> <RFP Name>

Sr. No.	Part No.	Clause No. and Page No	Original Clause in the RFP	Change Requested/ Clarification required
1				
2				
3				

Name and complete official address of prospective Bidder

Signature:

Name of the Authorized signatory:

Company seal:

Date:

Part – 6: Miscellaneous

- 1.42.** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shillong shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 1.43.** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 1.44.** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 1.45.** All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 1.46.** The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Part 7: Terms of Reference (TOR)

1.47. SCOPE OF SERVICES:

The Directorate of Sports & Youth Affairs organizes numerous events throughout the year across the state, ranging from block-level and state-level competitions to prestigious national and international tournaments. These include small to medium scale events at block/ district/ state level such as youth related workshops/ activities, inaugurations, facilitations etc. to big events such as Indian Super League, Durand Cup, Sohra International Half Marathon Megha Kayak Fest, Chief Minister's Youth Engagement Program, various regional championships, and most importantly the upcoming **39th National Games Meghalaya 2027**. Events include attendees ranging from a few hundred at local level to more than ten thousand for national/ international level events. In view of this scale, it is essential that the agencies possess the capability to cover all such events efficiently and comprehensively, supported by adequate manpower, technical expertise, and on-ground coordination to ensure seamless execution and high-quality outputs. **Please note that at least 50% of the additional resources recruited by the successful agency to deliver the scope of work must be locals from the state of Meghalaya. It is the responsibility of the successful agency to train them and provide them with necessary equipment, if required.**

The overall social media, outreach Management and media analysis is expected to involve marketing & brand building, contents, promotional activities, coverage of events/ tournaments/ competitions and festivals, search engine optimization on social media such as social networking sites with the intent of increased visibility and attracting unique visitors to website content. To help shape media highlights on various public initiatives, both nationally as well as internationally, the Agency shall perform, inter - alia, in consultation with the Authority, primarily the following tasks:

1. End-to-end development and implementation of a comprehensive, timeline and milestone-based PR strategy and submission of the same to the client.
2. Creation and Management of Social Media handles and Public Relations (print and electronic media)
3. Content Creation including Photography/ Videography

1.47.1. Project Implementation

A. Social & Digital media strategy

- I. Create social & digital media strategy to increase traffic to sites and applications/services associated with Department of Sports & Youth Affairs, GOM.
- II. Generate awareness & buzz about Department of Sports & Youth Affairs, GOM activities and engage investors/industrialists for sharing it.
- III. The people deployed will have to be in regular touch with concerned officers for any planned event, new report released, and new schemes launched and published online.
- IV. Strategically plan and promote upcoming events, workshops, and initiatives across social media. This includes creating event pages, teaser posts, countdowns, and live coverage.
- V. Strategize to enhance brand promotion through increased outreach of Directorate of Sports & Youth Affairs, GOM activities amongst the citizens, investors (India and Global) and related Government departments.
- VI. Provide live coverage of various Directorate events (workshops, seminars, conferences, etc.) via social media platforms, if required.

B. Management of Digital Platforms and Social Media Handles

- I. The agency will be responsible for end-to-end management of the existing social media handles of the Authority and shall be required to create new or Premium channels/ accounts (as the case may be) in consultation and collaboration with the Authority.
- II. Develop insightful and well-researched articles that highlight the objectives, progress, and outcomes of Directorate projects and initiatives. These articles will be intended for publication on various platforms, including newspapers, digital publications, and blogs. The content should be engaging, informative, and aligned with the Directorate strategic goals
- III. Managing Facebook, Twitter, YouTube, Instagram, Linkdin and other social media identities for Directorate of Sports & Youth Affairs, GOM
- IV. The agency will keep track of various other (regional, national and international) social media accounts (online/offline) of sports specific bodies to establish collaborations and incorporate best practices.
- V. Uploading new & other creative contents on various social media platforms such as Facebook, YouTube, Instagram, Twitter etc. or any new platforms/tools emerging in future and ensure enhanced market reach and digital marketing.
- VI. Agency must be regularly involved in populating, publishing, and updating the content as and when required on 24X7 basis. The frequency of information will be on a continuous and daily basis.

- VII. **Round the clock running of social media sites, feedback/comment management on regular basis, updating analysing social media trends, moderation and intervention as and when required**
- VIII. Create relevant tagging & linkages of content on all platforms

C. Social Media Platforms

- I. Posts highlighting and featuring the Sports, Venues, Practice, Preparation for National Games, youth, events, Fairs & Festivals etc. along with the miscellaneous off beat content are regularly placed on official social media pages of Department of Sports and Youth affairs through text, images, videos etc.
- II. Creation/Updation of cover images as and when required.
- III. Messages in public interest.
- IV. Reaction Management and Messages in public interest.
- V. Optimization of search engine of concerned platform by using relevant hashtags/ keywords etc. in order to make the posts rank high in the search results.
- VI. Particular theme-based campaign / event creation, management, execution and promotion on the official page of the Department
- VII. “Spam” should be controlled (for example, spam followers) as per the defined requirements for moderation. Etc
- VIII. Platform based targets are as follows:

FACEBOOK and Instagram:

- a. Minimum 60 posts & 90 Stories per month wherein on an average 2 posts & 3 Stories er day.
- b. At-least one campaign/event/contest per month during the project period should be managed and promoted.
- c. For every State-level and International-level event, a minimum of 20 posts must be promoted through paid advertising. These 20 posts, comprising creatives, reels, or videos, shall be divided into two categories:
 - i. 10 posts (creatives/reels/videos) must each achieve a minimum of 5,000 likes.
 - ii. 10 posts (creatives/reels/videos) must each achieve a minimum reach of 2 million.

X (TWITTER): Minimum 70 Tweets per month wherein on an average 2-3 Tweets per day.

YOUTUBE:

- a. Uploading of Videos / Short Clippings on official YouTube channel of Department of Sports and Youth affairs for different Sports, Venues, Practice, Preparation for National Games, youth, events, Fairs & Festivals etc. of Department & Sports based themes provided by Department on YouTube channel.
- b. Creation of Minimum 2 Videos of at-least 90 Second in HD Quality (Minimum 1080 Pixel) in one month. The Theme may be related to Department, Sports, Youth affairs and National Games etc)

LINKDIN

- a. Creation of LinkedIn account with SEO Friendly Username (One Time Activity).
- b. Posts highlighting and featuring Meetings, Incentives, Conventions, events etc. along with the miscellaneous off beat content are regularly placed on the official LinkedIn page of Department of Sports and Youth affairs through text, images, videos etc.
- c. Minimum 20 posts per month.

THREADS

- a. Creation of Threads account with SEO Friendly Username
- b. Minimum 60 posts per month

D. Research and Outreach

- IX. Conduct thorough research to identify current trends, public opinion, and emerging issues relevant to the Department initiatives. This will include monitoring media, public discourse, and digital platforms to ensure that communication strategies are aligned with public interests and priorities of the Department.
- X. Develop and implement an outreach strategy that targets key audiences (citizens, government bodies, industry leaders, and civil society). The strategy should include tailored communication plans for different demographic groups, particularly focusing on rural and underserved regions.
- XI. Identify and engage different audience segments (e.g., youth, rural populations, industrialists, influencers, Sports Enthusiasts, Sports person, etc.)

and craft messages that resonate with each group, encouraging participation and fostering awareness of Department initiatives.

- XII. Search Engine Optimization (SEO): Focus on Search Channel Optimization (SCO) to ensure that all online content (articles, press releases, social media posts) is optimized for search engines. This includes using the right keywords, meta tags, and content strategies to improve the visibility of the Department digital assets across search engines and enhance discoverability.

E. Content Creation

- I. The Agency will be responsible for creation of aesthetic and meaningful content in the form of press releases, captions, slogans, digital slides, graphs/charts, presentations, editing of video/audio clips etc. from the raw inputs and subsequently upload it in all/any type of social media platforms.
- II. The Agency will be responsible for preparation of detailed press releases for the DIPR (Department of information & Public Relation), providing updates on significant developments, achievements, and events organized by the Department. These press releases will ensure that the Department's activities are shared with the public and media in a clear and concise manner.
- III. Creating/preparing background material/speeches relevant to the forthcoming event/announcement focusing on the need and impact, if required.
- IV. Creating social media posts on major initiatives, success stories, and impactful programs of the Department and content for prominent newspapers, magazines, and online platforms to enhance public awareness and engagement.
- V. Develop content such as static and moving social media posts, beneficiary bytes, infographics, and videos, ensuring they are aligned with the Department's communication goals. This content will be designed to engage users, provoke thought, and encourage action or participation
- VI. Conceptualize, and execute regular celebratory/festive campaigns.
- VII. The Agency may incorporate AI-powered tools to enhance social media management. This includes using AI for creating trending AI videos, AI-generated voiceovers, caricatures, avatar-based content, and other innovative formats to elevate the quality, creativity, and relevance of digital communication. **However, due diligence and review must be undertaken of the content and protect confidentiality of the Department's information.**

F. Content Repository

- I. Photo Bank: A still Photo Bank with cataloguing needs to be developed consisting of at least 1000 high quality and high-resolution aesthetic photographs (Corbis or Getty Images quality) of relevant activities and events.
- II. Archives: Maintenance and indexation of archives in user friendly electronic formats (preferably cloud based) to facilitate easy retrieval. The Department of Sports & Youth Affairs will always have complete access to the records, and all material will be the sole property of the Department of Sports & Youth Affairs.

G. Reporting

- I. Agency should be able to provide detailed analytics & reports including but not limited to report details in terms of traffic analysis, follower growth, sentiment analysis, topic and source analysis, influencer score etc. about Social Media activities on all platforms and people engagements.
- II. The Agency would be responsible for enhancing the reach of messages and other activities on various social media platforms through organic and paid media so that the content would reach a large set of targeted audience on a real time basis.
- III. The key languages to be used will be English, however, there shall be certain very specific requirements for targeted campaigns in regional languages.
- IV. Other related and miscellaneous work includes providing monthly strategic input for creative campaigns of the Department of Sports & Youth Affairs.
- V. Providing feedback on best practices in marketing and promotion in countries across the world on social media
- VI. The agency must submit monthly progress reports to the Department of Sports & Youth Affairs on the effectiveness of the social media strategy including but not limited to detailed analysis of the steps undertaken for overall promotion of the Department of Sports & Youth Affairs, outreach, results achieved improvements and comparative analysis.

H. Offline/print media (Newsletter/ newspaper) Management

- I. The agency has to develop a strategy and suggest to the Department of Sports & Youth Affairs on which newspaper/ magazine can be more useful to increase outreach.
- II. The agency must contact and coordinate with newspapers/news agencies for publications/ outreach and related activities.
- III. Assist the Department of Sports & Youth Affairs in preparing press release pre & post events.

I. Miscellaneous

- I. **All content should be approved by the Competent Authority before uploading or playing on all/any social media platforms or any other digital/print media.**
- II. **Copyright:** Content shared online must be copyright protected and unauthorized use of this must be monitored. All copyright and creation rights will remain with the Department of Sports & Youth Affairs, GOM. All the media content created, photos & videos collected, will bear the copyright of the Department. Any copyright content procured/engaged from anywhere / on behalf of Department of Sports & Youth Affairs, for which the royalty is paid must be in name and property of Department of Sports & Youth Affairs. The Department will not be liable in case any issue arises related to copyright, the agency will be responsible for all the copyright matters. The Agency will be responsible for indemnifying the Department of Sports & Youth Affairs in case of copyright and creation right issues.
- III. The agency should work on building a brand of Department of Sports & Youth Affairs.

1.47.2. Rendering advisory services

The bidder shall provide such other advice and assistance as may be necessary and incidental to the Services and as may be requested by the Authority in respect of the Project, including but not limited to attending meetings, conferences and discussions with the Authority, and shall otherwise advise on and assist the Authority on the diverse technical issues that may arise from time to time.

NOTE:

The Scope of Services specified above is not exhaustive and the bidder shall undertake such other related tasks as may be necessary for realisation of the project, as requested by the authority.

1.48. Payment Terms:

1.48.1. The Bidder shall quote lump sum fees for the scope of work as indicated, in the Financial Proposal as per the specified format/BoQ.

1.48.2. It is the responsibility of the bidder to ascertain costs related to paid promotions in social media, establish Blue Tick/ Premium accounts for the Department based

on the ToR laid down in this RFP and deliver the same to the client within the cost quoted by the bidder in the BoQ.

1.48.3. The resources (Core team and Additional) would require extensive travelling across the state to cover various events or other related activities, even happening simultaneously, hence,

a. It is the responsibility of the bidder to employ additional resources (preferably locals from Meghalaya) with requisite skills and equipment to deliver the entire scope of work in adherence to the stipulated timelines/ goals mentioned in this RFP; within the cost quoted by the bidder in the BoQ.

b. It is the responsibility of the bidder to employ additional resources (preferably locals from Meghalaya) with requisite skills and equipment before and during the 39th National Games; to deliver the entire scope of work in adherence to the stipulated timelines/ goals mentioned in this RFP; within the cost quoted by the bidder in the BoQ.

c. *Please note that at least 50% of the additional resources recruited by the successful agency to deliver the scope of work must be locals from the state of Meghalaya. It is the responsibility of the successful agency to train them and provide them with necessary equipment, if required.*

1.48.4. In view of clause 1.48 of this RFP, bidders are requested to perform due diligence before submitting their financial proposals. Bidders must take into account all associated and miscellaneous costs that may be incurred for deploying additional resources and equipment *both at back end and at project locations*, paid promotions in social media, establishment of Blue Tick/ Premium social media accounts as per requirement in order to deliver the mentioned scope of work as per the stipulated timelines/ goals. No additional and/or hidden charges claimed later by the bidder may be considered by The Authority.

1.48.5. However, submission of unusually low or unusually high financial proposals as compared to market rates for similar projects may lead to disqualification from the tendering process.

1.48.6. **Payment Schedule:**

1.48.6.1. Payments would be made in equal quarterly instalments per year over the period of contract upon submission of,

- Tax invoices
- Monthly Progress Reports
- Deliverables as per stipulated timelines/ goals

1.48.6.2. Failure to submit deliverables within the stipulated timeline/ goals as mentioned in the ToR, may result in withholding of payment or recovery of

payments/damages or foreclosure of Contract or any other action as deemed fit by the competent authority.

- 1.48.7. **The authority reserves the right to foreclose the Contract at any stage by giving one-month notice, in case of unsatisfactory performance. In that case no further payment shall be paid and no claim regarding the same shall be entertained.**
- 1.48.8. Payment will be made as stipulated in clause – 1.48 as for which escalation cost or any extra claim for delay of payment will not be entertained.
- 1.48.9. The above schedule excludes the time taken by the Authority in providing its comments on draft reports as well as obtaining necessary approvals.

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Request For Proposal (RFP) for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya

Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya

This CONTRACT (hereinafter called the “**Contract**”) is made on the _____ day of the month of _____ 2026, between, on the one hand, The Directorate of Sports & Youth Affairs, Government of Meghalaya, (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, _____ (hereinafter called the “**Agency**” which expression shall include their respective successors and permitted assigns).

WHEREAS

The Authority vide its Request for Proposal for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya (hereinafter called the “**Services**”);

- A. the bidder submitted its proposals for the aforesaid work, whereby the bidder represented to the Authority that it has the required professional skills, and in the said proposals the bidder also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Contract; and
- B. the Authority, on acceptance of the aforesaid proposals of the bidder, awarded the Work to the bidder vide its Letter of Award dated _____ (the “**LOA**”); and subsequent communications (if any).
- C. in pursuance of the LOA, the parties have agreed to enter into this Contract.

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

1. GENERAL:

1.1. **Definitions and Interpretation:**

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

- (a) “**Contract**” means this Contract, together with all the Annexes;
- (b) “**Contract Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3.;
- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) “**Dispute**” shall have the meaning set forth in Clause 9.2;
- (g) “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause 2.1;

- (h) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (i) “**Government**” means the Government of Meghalaya;
- (j) “**INR, Re. or Rs.**” means Indian Rupees;
- (k) “**Party**” means the Authority or the bidder, as the case may be, and Parties means both of them;
- (l) “**Personnel**” means persons hired by the bidder as employees and assigned to the performance of the Services or any part thereof;
- (m) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (n) “**RFP**” means the Request for Proposal document in response to which the bidder’s proposal for providing Services was accepted;
- (o) “**Services**” means the work to be performed by the bidder pursuant to this Contract, as described in the Terms of Reference hereto;
- (r) “**Third Party**” means any person or entity other than the Government, the Authority, the bidder or a Sub-Contractor.

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

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

- (a) RFP
- (b) Contract;
- (c) Annexes of Contract;
- (d) Letter of Award

1.2. Relation between the Parties:

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

1.3. Rights and obligations:

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

- (a) the bidder shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Authority shall make payments to the bidder in accordance with the provisions of the Contract.

1.4. Governing law and jurisdiction:

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

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 Contract shall be in writing and in English language.

1.6. Table of contents and headings:

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

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 Contract shall be in writing and shall:

- (a) in the case of the bidder, be given facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the bidder's Representative set out below in Clause 1.10 or to such other person as the bidder may from time to time designate by notice to the Authority

1.8. Location:

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

1.9. Authority of Member in Charge:

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

The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be: Director, Sports & Youth Affairs, Government of Meghalaya, J.N.S Complex. Polo Grounds, Shillong - 793001

1.10. Authorized Representatives: The bidder may designate one of its employees as Agency's Representative.

Unless otherwise notified, the bidder's Representative shall be:

Tel: _____

Mobile: _____

Fax: _____

Email: _____

1.11. Taxes and duties:

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract:

This Contract shall come into force and effect on the date of this Contract (the "Effective Date").

2.2. Commencement of Services:

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

2.3. Termination of Contract for failure to commence Services:

If the bidder does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the bidder, declare this Contract to be null and void, and in the event of such a declaration, the performance guarantee of the bidder shall stand forfeited.

2.4. Expiration of Contract:

Unless terminated earlier pursuant to Clauses 2.2 or 2.9 hereof, this Contract shall, unless extended by the Parties by mutual consent, shall automatically expire upon the expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority.

2.5. Entire Contract:

- 2.5.1. This Contract and the Annexes together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Contract are abrogated and withdrawn; provided, however, that the obligations of the bidder arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Contract.
- 2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Contract, the provisions of RFP shall apply.

2.6. Modification of Contract:

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

2.7. Force Majeure:

2.7.1. Definition:

- (a) For the purposes of this Contract, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No breach of Contract:

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 Contract 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 Contract.

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

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

2.7.4. Extension of time:

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

2.7.5. Payments:

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the Authority, shall either:

- (i) demobilize, or
- (ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorate basis, under the terms of this Contract.

2.7.6. Consultation:

Not later than 30 (thirty) days after the bidder 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 Contract:

The Authority may, by written notice of suspension to the bidder, suspend all payments to the bidder hereunder if the bidder shall be in breach of this Contract or shall fail to perform any of its obligations under this Contract, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the bidder to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the bidder of such notice of suspension.

2.9. Termination of Contract:

2.9.1. By the Authority:

The Authority may, by not less than 30 (thirty) days' written notice of termination to the bidder, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Contract if:

- (a) the bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the bidder becomes insolvent or bankrupt or enters into any Contract with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the bidder submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the bidder knows to be false;
- (e) any document, information, data or statement submitted by the bidder in its Proposals, based on which the bidder was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2. By the bidder:

The bidder may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Contract if:

- (a) the Authority fails to pay any money due to the bidder pursuant to this Contract and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the bidder that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 (forty five) days (or such longer period as the bidder may have subsequently granted in writing) following the receipt by the Authority of the bidder's notice specifying such breach;
- (c) as the result of Force Majeure, the bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3. Cessation of rights and obligations:

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

- (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination;
- (ii) the obligation of confidentiality set forth in Clause 3.3 hereof;
- (iii) the bidder's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the bidder's Services provided under this Contract; and
- (iv) any right or remedy which a Party may have under this Contract or the Applicable Law.

2.9.4. Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the bidder and equipment and materials furnished by the Authority, the bidder shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5. Payment upon Termination:

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

- (i) Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

- (ii) Reimbursable expenditures (if any) pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) Except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract.

2.9.6. Disputes about Events of Termination:

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

3. OBLIGATIONS OF THE BIDDER:

3.1. General:

3.1.1. Standards of Performance:

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

3.1.2. Terms of Reference:

The scope of services to be performed by the bidder is specified in the Terms of Reference (the "TOR"). The bidder shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3. Applicable Laws:

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

3.2. Conflict of Interest:

3.2.1. The bidder shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Contract.

3.2.2. Agency and Affiliates not to be otherwise interested in the Project.

3.2.3. Prohibition of conflicting activities:

Neither the bidder nor its Sub-Contractors nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b) after the termination of this Contract, such other activities as may be specified in the Contract; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4. **Agency not to benefit from commissions discounts, etc.:**

The remuneration of the bidder pursuant to Clause 6 hereof shall constitute the bidder's sole remuneration in connection with this Contract or the Services and the bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations hereunder, and the bidder shall use its best efforts to ensure that any associates, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5. The bidder and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Contract, the Authority shall be entitled to terminate this Contract forthwith by a communication in writing to the bidder, without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Contract. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Contract, if the bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Contract, the bidder shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7. For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Contract;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3. Confidentiality:

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

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

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

- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the bidder, its Sub- Contractors and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the bidder or its Sub- Contractors or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the bidder or its Sub- Contractors or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. Liability of the bidder:

- 3.4.1. The bidder's liability under this Contract shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2. Each member/constituent of the bidder, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Subcontractors under the Contract.
- 3.4.3. The bidder shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.4. The Parties hereto agree that in case of negligence or willful misconduct on the part of the bidder or on the part of any person or firm acting on behalf of the bidder in carrying out the Services, the bidder, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Contract Value set forth in Clause 6.1.2 of this Contract, or (b) the proceeds the bidder may be entitled to receive from any insurance maintained by the bidder to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.5. This limitation of liability specified in Clause 3.4.3 shall not affect the bidder's liability, if any, for damage to Third Parties caused by the bidder or any person or firm acting on behalf of the bidder in carrying out the Services subject, however, to a limit equal to 3 (three) times the Contract Value.

3.5. Insurance to be taken out by the bidder:

- 3.5.1. (a) The bidder shall, for the duration of this Contract, take out and maintain, and shall cause any Sub- Contractor to take out and maintain, at its (or the Sub-Contractors', as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage, as specified in the Contract and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the bidder shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Contract.
- (c) If the bidder fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Contract, have the option, without prejudice to the obligations of the bidder, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the bidder, and the bidder shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the bidder and the bidder shall procure an undertaking from the insurance company to this effect; provided that in the event the bidder has a general insurance policy that covers the risks specified in this Contract and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the bidder or require an undertaking to that effect.
- 3.5.2. The Parties agree that the risks and coverage shall include but not be limited to the following:
- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of 3 (three) times of Contract value;
- (b) Employer's liability and workers' compensation insurance in respect of the Personnel of the bidder and of any Sub- Contractors, in accordance with Applicable Laws; and professional liability insurance for an amount no less than the Contract Value.
- (c) The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Contract.

3.6. Accounting, inspection and auditing:

The bidder shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the bidder's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7. Agency's actions requiring the Authority's prior approval:

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

- (a) appointing such members in the Core Team as are not listed in clause no. 1.6 of the RFP.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub- Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the bidder shall remain fully liable for the performance of the Services by the Sub- Contractor and its Personnel pursuant to this Contract; or
- (c) any other action that is specified in this Contract.

3.8. Reporting obligations:

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

3.9. Materials prepared by the bidder to be property of the Authority:

- 3.9.1. All materials prepared, developed, customized, generated, or compiled by the Bidder (or by the Sub- Agency or any Third Party) during the course of execution of this Contract—including but not limited to content, data, creative assets, designs, documents, reports, databases, source files, social media handles, login credentials, campaign analytics, media plans, digital archives, photographs, videos, and any other digital or physical assets (collectively referred to as “**Materials**”) shall be the exclusive property of the Authority.
- 3.9.2. Upon completion or termination of the Contract, or during the exit management period as prescribed by the Authority, the Bidder shall undertake the following exit management and handover activities in a time-bound manner:

- A. Exit Management Plan: The Bidder shall submit a detailed Exit Management Plan at least three (3) months prior to the end of the Contract period, clearly outlining the approach, timelines, responsibilities, and transition methodology, subject to approval by the Competent Authority.
 - B. Handover of Assets: The Bidder shall hand over to the Authority all materials and assets developed under this Contract, including but not limited to complete source code, databases, system architecture, configurations, licenses, credentials, APIs, integrations, repositories, and backups, in editable and reusable formats.
 - C. Knowledge Transfer: The Bidder shall ensure comprehensive functional and technical knowledge transfer to personnel identified by the Authority, including system walkthroughs, administrator training, operational manuals, and troubleshooting procedures, to enable seamless continuation of operations.
 - D. Data Ownership and Security: The Bidder shall ensure that all data is transferred securely to the Authority and that no copies, extracts, or derivatives of the data or materials are retained by the Bidder or any third party. All access credentials held by the Bidder shall be surrendered or disabled as directed by the Authority.
 - E. Continuity of Services: During the exit management period, the Bidder shall continue to provide operational support to ensure uninterrupted functioning of all systems until the successful completion of the handover and formal acceptance by the Authority.
 - F. Handover Undertaking: Upon completion of the exit management and handover process, the Bidder shall submit a formal certificate/undertaking confirming that all materials, data, and assets have been transferred in full and that no proprietary rights or claims are retained by the Bidder.
- 3.9.3. Failure to comply with the exit management and handover obligations shall be treated as a material breach of the Contract and may attract penalties as determined by the Authority.
- 3.9.4. All such Materials shall remain the property of the Authority, and all intellectual property rights in such Documents shall vest with the Authority. Any Material, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Material is created, and the bidder agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the bidder.

- 3.9.5. The bidder, its Sub-Agency or a Third Party shall not use these Materials for purposes unrelated to this Contract without the prior written approval of the Authority.
- 3.9.6. The bidder shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorized use of such Materials, or due to any breach or failure on part of the bidder or its Sub- Contractors or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10. Equipment and materials furnished by the Authority:

Equipment and materials made available to the bidder by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Contract, the bidder shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the bidder shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11. Providing access to Project Office and Personnel:

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

3.12. Accuracy of Documents:

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

4. AGENCY'S PERSONNEL:

4.1. General:

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

4.2. Deployment of Personnel:

- 4.2.1. The designations, names and the estimated periods of engagement in carrying out the Services by each of the bidder's Personnel are described in clause 1.6 of the RFP.
- 4.2.2. Adjustments with respect to the estimated periods of engagement of Personnel set forth in may be made by the bidder by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Contract to exceed the Contract Value set forth in Clause 6.1.2 of this Contract. Any other adjustments shall only be made with the written approval of the Authority.
- 4.2.3. If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Contract may be increased by Contract in writing between the Authority and the bidder, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the Contract Value set forth in Clause 6.1.2.

4.3. Approval of Personnel:

- 4.3.1. The Professional Personnel of the Contract are hereby approved by the Authority. No other Professional Personnel shall be deployed at project location without prior approval of the Authority.
- 4.3.2. If the bidder hereafter proposes to engage any person as part of the Core Team (clause 1.6 of the RFP), it shall submit to the Authority its proposal along with a CV of such person in the prescribed format as laid down in the RFP. The Authority may approve or reject such proposal. In case the proposal is rejected, the bidder may propose an alternative person for the Authority's consideration.

4.4. Substitution of Key Personnel:

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Contract. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the bidder and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

4.5. Technical Expert cum Team Leader:

The person designated as the Team Leader of the bidder's Personnel shall be responsible for the coordinated, timely and efficient functioning of the team and s/he shall be responsible for performance of the Services.

5. OBLIGATIONS OF THE AUTHORITY:

5.1. Assistance in clearances etc.:

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

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

5.2. Access to land and property:

The Authority warrants that the bidder shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the bidder as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

5.3. Changes in Applicable Law:

If, after the date of this Contract, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the bidder under this Contract shall be increased or decreased accordingly by Contract between the Parties here to, and corresponding adjustments shall be made to the aforesaid Contract Value.

5.4. Payment:

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

6. PAYMENT TO THE BIDDER:

6.1. Cost Estimates and Contract Value:

6.1.1. Payment shall be made to the bidder as laid down in Clause No. 1.48 of the RFP.

6.1.2. The cost of the Services payable to the bidder is set forth in the Financial Proposal submitted by the bidder.

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

6.2. Currency of payment:

All payments shall be made in Indian Rupees. The bidder shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3. Mode of billing and payment:

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

(a) The bidder shall be paid for its services as per clause no. 1.48 of the RFP, subject to the bidder fulfilling the following conditions:

(i) No payment shall be due for the next stage/ quarter till the bidder completes, to the satisfaction of the Authority, the work pertaining to the preceding stage as per timelines of deliverables mentioned in the RFP.

(ii) The Authority shall pay to the bidder, only the undisputed amount.

(b) The Authority shall cause the payment due to the bidder to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars as laid down in clause no. 1.48 of the RFP (the “Due Date”).

(c) The final payment under this Clause shall be made only after the submission of Detailed Project Report, identified as such, shall have been submitted by the bidder and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the bidder specifying in detail, the deficiencies in the Services. The bidder shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

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

(e) All payments under this Contract shall be made to the account of the bidder as may be notified to the Authority by the bidder.

7. LIQUIDATED DAMAGES AND PENALTIES:

7.1. Performance Security:

7.1.1. The Authority shall retain by way of performance security (the “Performance Security”), 5% (five per cent) of all the amounts due and payable to the bidder, to be appropriated against breach of this Contract or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the bidder at the end of 02 (two) months after completion of all contractual obligations of the bidder.

7.1.2. The bidder may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee from a Scheduled Commercial Bank in India.

7.2. Liquidated Damages:

7.2.1. Liquidated Damages for error/variation:

In case any error or variation is detected in the reports submitted by the bidder and such error or variation is the result of negligence or lack of due diligence on the part of the bidder, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the bidder by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Contract Value.

7.2.2. Liquidated Damages for delay:

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Contract Value per day, subject to a maximum of 10% (ten per cent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the bidder, suitable extension of time shall be granted.

7.2.3. Encashment and appropriation of Performance Security:

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the

event of breach of this Contract or for recovery of liquidated damages specified in this Clause 7.2.

7.3. Penalty for deficiency in Services:

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

8. FAIRNESS AND GOOD FAITH:

8.1. Good Faith:

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

8.2. Operation of the Contract:

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

9. SETTLEMENT OF DISPUTES:

9.1. Amicable settlement:

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

9.2. Dispute resolution:

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

9.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further

agree to provide each other with reasonable access during normal business hours to all non privileged records, information and data pertaining to any Dispute.

9.3. Conciliation:

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

9.4. Arbitration:

- 9.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Shillong, and the language of arbitration proceedings shall be English.
- 9.4.2. There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, a sole arbitrator whose appointment shall be made in accordance with the Rules.
- 9.4.3. The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the bidder and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4. The bidder and the Authority agree that an Award may be enforced against the bidder and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5. This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

9.5. If the dispute is taken into the Court of Law, the jurisdiction will be Shillong Court.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

Agency:

(Signature)
(Name)
(Designation)
(Address)
(Mob No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of

Authority:

(Signature)
(Name)
(Designation)
(Address)
(Mob No.)

In the presence of:

Witness 1:

(Signature)
(Name)
(Designation)
(Address)
(Mob No.)

Witness 2:

(Signature)
(Name)
(Designation)
(Address)
(Mob No.)

Schedule – 2: Format for Bank Guarantee

To

**Director
Sports & Youth Affairs
Government of Meghalaya
J.N.S Complex. Polo Grounds, Shillong - 793001**

In consideration of **Director, Sports & Youth Affairs, Government of Meghalaya** (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the “Agency” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Contract no. Dated Valued at Rs..... (Rupees), (hereinafter referred to as the “Contract”) Services for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya., and the bidder having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Contract.

1. We, (hereinafter referred to as the “Bank”) at the request of the bidder do hereby undertake to pay to the Authority an amount not exceeding Rs..... (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Agency of any of the terms or conditions contained in the said Contract.
2. 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 Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Agency of any of the terms or conditions contained in the said Contract or by reason of the bidder’s failure to perform the said Contract. 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 Rs. (Rupees).
3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The

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payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the bidder shall have no claim against us for making such payment.

4. 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 Contract and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Contract 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 a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the Authority that the Authority 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 Contract 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 Authority against the said Agency and to forbear or enforce any of the terms and conditions relating to the said Contract 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 omission on the part of the Authority or any indulgence by the Authority to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs..... (Rupees) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 60 days after the date of this Guarantee)].

For.....

Name of Bank:

Seal of the Bank:

Dated, the day of, 20

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(Signature, name and designation of the authorized signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Request For Proposal (RFP) for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya

SCHEDULE-3: Letter of Proposal

Date:

Place:

To,
The Director,
Sports & Youth Affairs
Government of Meghalaya
J.N.S Complex. Polo Grounds, Shillong – 793001

Sub: Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya

Sir/Madam,

1. With reference to the RFP no. _____ dated _____ for the above captioned project, and clarification issued by Directorate of Sports and Youth Affairs, Government of Meghalaya thereof, We _____, having examined all relevant documents and understood their contents, hereby submit our proposal for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya. This proposal is unconditional.
2. All information provided in the Proposal and in the Appendices are true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
4. We shall make available to the Directorate any additional information it may deem necessary or require for supplementing or authenticating the Proposal
5. We acknowledge the right of the Directorate to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. 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 Bidder, 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

We declare that:

- a. We have examined and have no reservations to the RFP Documents, including any Addendums issued by the Government of Meghalaya;
- b. 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, in respect of any tender or request for proposal

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issued by or any agreement entered into with the Government of Meghalaya or any other public sector enterprise or any government, Central or State; and

- c. We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the entire Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
8. The undersigned is authorized to sign the documents being submitted through this RFP (A copy of Power of Attorney is enclosed).
9. In the event our firm is selected as the Agency for this project we shall comply with all rules put out under this RFP and any contract/work order assigned to us by the Directorate.
10. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

Yours faithfully,

(Signature, name and designation of the authorized signatory/ authorized signatory of Lead Member in case of Consortium)
(Name and seal of the Bidder)

Schedule – 4: Particulars of the Bidder

(in case of JV/ Consortium; particulars of all members of the JV/ Consortium to be provided in separate sheets)

General Information about the Firm:

- a) Name of Company or Firm:
- b) Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):
- c) Country of Incorporation:
- d) Registration address:
- e) Year of incorporation:
- f) Year of commencement of business:
- g) Principle place of business:
- h) Brief description of the Company including details of its main lines of business

Name, designation, address and phone numbers of authorized signatory of the Bidders

- i) Name:
- j) Designation:
- k) Company:
- l) Address:
- m) Phone No.:
- n) Fax No.:
- o) E-mail address:

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

Schedule – 5: Financial Capacity of the Bidder

(In case of JV/ Consortium – Same to be submitted of all members of the JV/ Consortium)

S.No.	Financial Year	Annual Turnover (in INR crores)
1.	2024-2025	
2.	2023-2024	
3.	2022-2023	
4.	2021-2022	
5.	2020-2021	

Certificate from the Statutory Auditor

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

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

Date: _____ Name and seal of the audit firm: _____

Note: In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant (with UDIN) that ordinarily audits the annual accounts of the Applicant.

Schedule – 6 : Work Experience

Eligible projects undertaken by the Bidder (in case of Consortium, bidder can claim projects of all member firms)

The following information should be provided in the format below for each Eligible Project completed for which your firm was legally contracted by the Client stated as a single entity.

- | Sl No | Description |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i. | Assignment Name |
| ii. | Name, fax, email of the client Representative: |
| iii. | Time when the assignment was carried out |
| iv. | Start Date |
| v. | End Date |
| vi. | Location of the Event |
| vii. | Contract Value in Rupees |
| viii. | <ul style="list-style-type: none">• Narrative Description of the scope of work of the assignment• Description of Actual Services provided by your staff Status of the assignment |

Note:

1. Use separate sheet for each Eligible Project
2. Please provide proof of eligible projects undertaken (copy of work order and completion certificate from the client with contract value and scope of work mentioned). The submitted details MUST contain detail description of work (Scope of Work and TOR) carried out by the Bidder with cross-reference of order no. and date in the certificate.

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

Date:

Schedule – 7 : Particulars of Key Personnel

Sr. No.	Key Personnel	Name of Key Personnel	Relevant Educational Qualification	Total Relevant Professional Experience	Employment History		No. of Eligible Assignments*
					Name of Firm	Brief Responsibilities	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Creative Head cum Team Leader						
2	Content Creator						
3	Graphic Designer						
4	Video editor cum Motion Graphic						
5	Lead Photographer						
6	Lead Videographer						
7	Coordinator cum Support Consultant						

Note: Attach CVs (as per format attached in Schedule 8) and Degrees/Marksheets, Work Experience Certificates and other documents of Key Personnel, which shall be evaluated. Work Experience acquired after graduation shall only be considered for evaluation.

(Signature, name and designation of the authorized signatory/ Lead Bidder)

Schedule - 8: Form for Curriculum Vitae (CV) for Proposed Key Personnel

The following information should be provided in the format below for each of the key personnel as specified in the document. This information should cover all the qualifications and work experience of the proposed personnel. Add additional sheets if necessary.

1. Details

Name of Bidder:	
Name of Professional:	
Proposed Position:	
Date of Birth (DD/MM/YYYY):	
Nationality:	
Full Permanent Address:	

2. Education (starting from Matriculation):

Degree/ Certificate	Name of Institute with Address	Board/ University	Month & Year of Entering	Month & Year of Passing	Division	Percentage of Marks	Subjects Taken
Matriculation/ Secondary							
Higher Secondary							
Graduation							
Post Graduation							
Any Other							

3. Work Experience:

- a. Total Years of Work Experience:
- b. Total Years of Relevant Work Experience:
- c. Employment Record:

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Name of Organization	Designation	Start Date (DD/MM/YY)	End Date (DD/MM/YY)	Detailed Tasks Handled

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment for the entire duration of the project and in any location assigned by the Authority for realization of this project, in case awarded. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Authority.

Name of Team Member

Signature

Date

(Signature, name and designation of the authorized signatory/ Lead Bidder)

(Name and seal of the Bidder)

Date:

Note: Degrees/Marksheets, Work Experience Certificates, any ID proof from Government of India; and other document deemed necessary of Key Personnel must be attached. Work Experience acquired after graduation/ minimum required educational qualification shall only be considered for evaluation. Internship/ Volunteering shall not be considered as work experience.

Schedule – 9: Proposed Methodology & Work Plan

The descriptive part of submission under this will be detailed precisely under the following topics.

1) Understanding of TOR.

The Bidder will submit their understanding of the TOR specified in the RFP in a brief manner underlying the crucial and important aspects of it. The Bidder may supplement various requirements of the TOR if they consider this would bring more clarity and improvements over the existing requirements and assist in achieving the various tasks laid down in the TOR.

2) Methodology and Work Plan

The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Bidder should specify the sequence and locations of important activities and provide a quality assurance plan for carrying out the Services.

NOTE: Marks will be deducted during technical presentation for writing out of context responses.

Signature of Authorized Signatory/ Lead Bidder

Name of the Firm

Schedule – 10: Non- Blacklisting Certificate

(By all members in case of JV/Consortium)

Date:
RFP No.:

I _____Proprietor/Director/Partner of the firm M/s._____do hereby solemnly affirm that our firm M/s._____has not been blacklisted/debarred by any Central/State Government body/ Public Sector Undertaking (PSU) and there has not been any work cancelled against our firm for poor performance in the last ten years reckoned from the date of invitation of Bid.

..... Name of the Bidder

..... Signature of the Authorized Signatory

..... Name of the Authorized Signatory

Place: __

Date: _

Schedule – 11: Disclosure of Conflict of Interest

(By all members in case of JV/Consortium)

Date:

RFP No.:

It is hereby disclosed that we do not have any conflict of interest with the Authority or other bidders as per terms of the conditions stipulated in this RFP document. If this disclosure is found misleading or wrong later, we are liable for punitive action.

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

Date:

Schedule – 12: Disclosure of Code of Integrity

(By Lead Bidder in case of JV/ Consortium)

Date:

RFP No.:

It is hereby disclosed that we _____ (name of firm) shall not act in contravention of the codes as under:-

1. Prohibition of:-
 - a) Making an offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c) Any collusion bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract.

(Signature, name and designation of the authorized signatory/ Lead Bidder)

(Name and seal of the Applicant)

Date:

Schedule – 13: Bid Security Declaration

(By Lead Bidder in case of JV/ Consortium)

Date:

RFP No.:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions as below:

- a) withdraws/modifies/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or refuse to execute the contract, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder or upon

- (i) the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

(Signature, name and designation of the authorized signatory/ Lead Bidder)

(Name and seal of the Applicant)

Date:

Schedule – 14: Power of Attorney (In Case of Single Bidder)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney 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, 2026.

For.....

(Signature, name, designation and address) Witnesses:

1

2

Notarized Accepted

.....

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

Notes:

Request For Proposal (RFP) for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued*

Schedule – 15: Conditions of Consortium

(Signed and stamped copy to be submitted by all members of the JV/Consortium as proof of acceptance)

In case the bidder is a Consortium, it shall comply with the following additional requirements:

- i. The Bidder may be a Proprietorship firm/partnership firm/Company as single entity or a group of entities (the Consortium”), joining together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- ii. A Bidder may be a single entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration.
- iii. Number of members in a consortium shall not exceed 3 (three);
- iv. In the format of Schedule 4 (Particulars of the Bidder) above, the Proposal should contain the information required for each member of the Consortium;
- v. Members of the Consortium shall nominate one member as the lead member (the “Lead Member”). The nomination(s) shall be supported by a Power of Attorney, as per the format annexed, signed by all the other members of the Consortium;
- vi. The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations
- vii. An individual Bidder cannot at the same time be member of a Consortium applying for qualification.
- viii. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification.
- ix. Members of the Consortium shall enter into a binding Joint Bidding Agreement in the format specified in Schedule 17 (the “Joint Bidding Agreement”), for the purpose of submitting a Bid. The Joint Bidding Agreement is to be submitted along with the Proposal.
- x. **In case of a Consortium, the combined financial and technical capability of the Members should satisfy the above conditions of eligibility**
- xi. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- xii. Change in the composition of a Consortium will not be permitted by the Authority during the Bidding process.

Schedule – 16: Power of Attorney (In Case of JV/ Consortium)

Power of Attorney (for Lead Member of Consortium)

Whereas, The Department of Sports and Youth Affairs, Government of Meghalaya (“the Authority”) has invited proposals from interested parties for the “Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya” (“the Project”)

Whereas,and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Proposal for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is empanelled, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Proposal for the Project, including but not limited to signing and submission of all Proposals and other documents and writings, participate in bidding process and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Proposal for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ----- DAY OF -----

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Executants) – To be executed by all members of the Consortium

Request For Proposal (RFP) for Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya

Notarized Accepted

.....

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

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued*

Schedule – 17: Joint Bidding Agreement (In Case of JV/ Consortium)

(To be Executed on Stamp Paper of Appropriate Value)

This Joint Bidding Agreement is entered into on this day _____ of _____

AMONGST:

(Details of Each Party with Name, Incorporation, Registered Office, and “which expression shall unless repugnant to the context includes its successors and permitted assigns”)

WHEREAS:

- a. The Directorate of Sports and Youth Affairs, Government of Meghalaya, having its office at JNS Stadium, Polo Grounds, Shillong – 793001 (“The Authority, which expression shall unless repugnant to the context includes its successors and permitted assigns”) has invited proposals from interested parties for the “Selection of Agency for Development and Management of Social Media Activities and Public Relations for Directorate of Sports & Youth Affairs, Meghalaya”
- b. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- c. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1) Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2) Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3) Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding

(b) Party of the Second Part shall be {the Technical Member of the Consortium;}

(c) Party of the Third Part shall be the other Member of the Consortium}

(Please Specify Role of each Party such as Lead Member, financial Member etc. for the Project)

4) Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till such time as the Project Completion is achieved under and in accordance with the Agreement.

5) Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Corporation to enter into this Agreement.

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Corporation to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained.

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, Development Right, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

6) Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Completion of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Corporation to the Bidder, as the case may be.

7) Miscellaneous

7.1 This Joint Bidding Agreement shall be governed by laws of India.

7.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

(Signature of Lead Member with Name, Designation, and Address)

(Signature of Other Consortium Members with Name, Designation, and Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the

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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.

- 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member*

Schedule – 18: Price Schedule Form/ BoQ

Table No. 01				
SN.	Item	Amount	GST	TOTAL
i	Service Charge for Year 01			
ii	Service Charge for Year 02			
GRAND TOTAL (in figures)				
GRAND TOTAL (in words)				

Note:

- Eligible firms/agencies/organizations may submit their bids in the prescribed format on the <https://meghalayatenders.gov.in/nicgep/app> portal ONLY.** Bidders shall ensure that their Bids, complete in all respect are uploaded **online** before the closing date and time as indicated in the critical date sheet on the Meghalaya e-Procurement Portal <https://meghalayatenders.gov.in/nicgep/app>
- Bidders are NOT to submit the cost as part of the Technical Proposal.** Submission of such financial details in the Technical Proposal shall be considered a material deviation and will result in immediate disqualification of the tendering process.
- Bidders are NOT to submit Financial Proposal/Cost in email.** Submission of such financial details in email shall be considered a material deviation and will result in immediate disqualification of the tendering process.
- Bidders are advised to conduct thorough site inspection (if deemed necessary) before submitting bid. Intimation for site inspection must be submitted to the purchaser via e-mail at least 48 hours before the inspection.