

# **Request for Proposal**

(Only for Shortlisted Bidder)

**For**

**Selection Creative Agency for Managing the Media, Public Relations (PR) & Design Activities for Investment Promotion and Investor Facilitation Support to Government of Uttarakhand**



**Directorate of Industries (DoI)**  
**Government of Uttarakhand**  
Patel Nagar, Dehradun

# NOTICE

## INVITING TENDER FOR

### **Request for Proposal for Selection of For Design & Media Agency for Investment Promotion and Investor Facilitation Support to Government of Uttarakhand**

The Directorate of Industries (DoI), Government of Uttarakhand invites technical and financial proposals from shortlisted Design & Media firms/Agencies in the request for Expression of Interest (EoI reference no 713 dated 17-5-2018) floated by Directorate of Industries for supporting the State of Uttarakhand in investment promotion and investor facilitation support.

This RFP document is being prepared to provide details about scope of work, expectations from the agency, bidding procedure and can be downloaded from the website [www.doiuk.org](http://www.doiuk.org). Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The tender document cost of Rs. 2,000/- is to be submitted vide crossed demand draft on any Nationalized bank/Scheduled Bank in favor of "Director of Industries, Uttarakhand" payable at Dehradun.

Issued by

The Director  
Directorate of Industries  
Patel Nagar,  
Dehradun, Uttarakhand  
248001 (India)

## Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidder(s) by the Directorate of Industries (Dol), Government of Uttarakhand herein after referred to as Department, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

Department, their employee send advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Department may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

# **CREATIVE AGENCY FOR MANAGING THE MEDIA, PUBLIC RELATIONS (PR) & DESIGN ACTIVITIES FOR UTTARAKHAND INVESTORS SUMMIT 2018**

## **1. Introduction**

Uttarakhand was formed on 9<sup>th</sup> November 2000 as the 27th State of India, when it was carved out of northern Uttar Pradesh. Located at the foothills of the Himalayan mountain ranges, it is largely a hilly State, having international boundaries with China (Tibet) in the north and Nepal in the east. On its north-west lies Himachal Pradesh, while on the south is Uttar Pradesh. The state is divided into two divisions, Kumaon and Garhwal, with 13 districts. The capital of Uttarakhand is Dehradun, which is also a railhead and the largest city in the region.

The State is rich in natural resources especially water and forests with many glaciers, rivers, dense forests and snow-clad mountain peaks. Besides, the State is also gifted with almost all major climatic zones, good rainfall, good rail and road communication, technical educational facilities, research laboratories, management institutes, etc.

With a view to inculcate rapid growth in industrial sector, such industries which aim to utilize natural resources available in Uttarakhand and which can generate employment for local inhabitants are being classified as thrust area. The state has identified focus areas, viz. Food Processing, Horticulture, Herbal & Aromatic, Tourism & Hospitality, Wellness & AYUSH, Pharmaceuticals, Automobiles, Sericulture & Natural Fibres, IT, Renewable Energy, Biotechnology, Film Shooting, for expediting industrial development in the state.

## **2. Objective**

Directorate of Industries, Government of Uttarakhand in its endeavor to promote industrial activity in the State and establish Uttarakhand as one of the prime investment destinations, has concrete plans to create awareness among existing and prospective entrepreneurs about the current incentives and facilities being offered by Government of Uttarakhand for facilitating Investment. In this backdrop, the state has planned to participate in and organize events, conferences, mini conclaves, road shows, business development meets, G2B meets etc. The objective of this RFP is to call/ request for proposals to engage a reputed media and design agency for the scope of work mentioned in this RFP for selection of Media, PR & Design Agency for the Uttarakhand Investors Summit of Government of Uttarakhand. The RFP document provides the Scope of Work, terms and conditions including evaluation criteria, suggested response formats etc.

The agency shall support the Government of Uttarakhand in organizing Uttarakhand Investors Summit 2018.

3. Duration of the engagement will be for 3 months and 15 days from the award of contract, extendable as required on mutually agreed terms. Timelines and important information is mentioned as under:

Availability of RFP document ( <i>only for shortlisted bidders</i> ) on the official website ( <a href="http://www.doiuk.org">www.doiuk.org</a> )	13 June 2018
Submission of queries	20 June 2018
Last date and time for submission of proposal	27 June 2018 5:00 pm
Date & time for Opening of proposal	28 June 2018 11:00 am
Date & time for technical presentation	28 June 2018 3:00 pm

Request for Proposal (RFP) can be downloaded from the official website of Department [www.doiuk.org](http://www.doiuk.org) from /13/06/2018, 10:00 AM onwards

For any queries please contact:

Name

Email – [ifc.uttarakhand@gmail.com](mailto:ifc.uttarakhand@gmail.com).

Ph: 91+1352728227 Fax+91-1352728226 (On all working days)

#### 4.1. Instruction to Applicants / Bidders

##### *Bid Submission*

Submission of Proposal should be addressed to: Directorate of Industries (DoI) Government of Uttarakhand Patel Nagar, Dehradun.

- i. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters: REQUEST FOR PROPOSAL FOR SELECTION OF CREATIVE AGENCY FOR MANAGING THE MEDIA, PUBLIC RELATIONS (PR) & DESIGN ACTIVITIES FOR UTTARAKHAND INVESTORS SUMMIT 2018 FOR DIRECTORATE OF INDUSTRIES, GOVT OF UTTARAKHAND.

#### 4.2. General Instructions

- i. The selection shall be on the Quality Cum Cost Basis Selection (QCBS) based on the final weighted score.
- ii. The creative agency shall provide a qualified servicing and creative team for undertaking the work. The team would work closely with the department and should be available onsite in Dehradun as required.
- iii. The Agency shall propose team consisting of staff / experts to take care of all aspects of the assignment.

- iv. All contents of the Proposal should be clearly numbered, indexed and arranged in a sequence and shall be bound firmly.
- v. The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the official of Agency themselves. The person who signs the proposal must put initial against such corrections.
- vi. The proposals shall be signed and submitted by the Authorized Signatory of the Agency. In the Technical Proposal there shall be a letter of authorization/written power of attorney
- vii. Validity of the proposal shall be 180 days from the last date of submission of the proposal.
- viii. Clarifications may be sought only in pre-bid and no queries shall be entertained thereafter.
- ix. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.

#### **4.3. Earnest Money Deposit**

- i. An Earnest Money Deposit of INR 1.40 Lakhs in the form of DD/FDR/Bank Guarantee in favor of Director of Industries.
- ii. Proposals received without the Earnest Money Deposit will be summarily rejected.
- iii. Directorate of Industries shall not be liable to pay any interest on the Earnest Money Deposit. The amount shall, however, be returned to unsuccessful applicants after the work order is issued to the successful applicant.

#### **4.4. Performance Bank Guarantee /FDR**

Bank Guarantee/FDR of 5% of the contract value towards Performance Security shall be submitted to the department within 7 days from the date of LoA in favour of Director of Industries, Government of Uttarakhand, payable at Dehradun. The validity of Performance Guarantee shall be 6 months. Upon expiry of the agreed engagement period the bank guarantee will be handed over within 45 days.

#### **4.5. Submission of Proposal with Covering Letter**

- i. The shortlisted bidder shall submit the proposal along with the covering letter (format attached in appendix V)
- ii. The proposal shall include Technical Proposal and Financial Proposal

- iii. Technical proposal shall not contain any financial details. Technical and Financial proposals should be sealed in different envelopes. Each envelope shall be marked as follows:

Technical proposal	Financial proposal
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- iv. The proposals (Technical and Financial) will be sealed in two separate envelopes clearly mentioning 'Technical' and 'Financial' thereafter shall be given together in a single envelope which will bear the address of Directorate of Industries and the name and address of the Applicant.
- v. EMD & Tender Fee instruments shall be placed in Technical Envelope only.
- vi. If the envelope is not sealed and marked as instructed above, Department of Industries and Commerce assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

## 5. Team Composition

The team for the engagement should comprise of both on-site and offsite team members. The on-site team should consist of two team members who should be stationed full time at the Directorate of Industries, Government of Uttarakhand office in Dehradun. The on-site team should be supported by the other team members for the timely completion of the activities and deliverables finalized in consultation with the Directorate of Industries. Following should be the composition of the core team:

<b>1</b>	<b>Project Manager</b>	<b>1</b>	<ul style="list-style-type: none"> <li>• Post Graduate in Mass Communication/ Mass Media/ Media/ Advertising/ Branding/ Public Relations/ Journalism/ Design/ Animation/ Graphics with at least 12 year experience</li> <li>• Experience in developing and executing media strategy, brand promotion, branding &amp; marketing of event and organizing public relation activities, conceptualization, design and development of creative knowledge products</li> <li>• Experience in leading teams for Media, PR &amp; Design projects</li> </ul>
<b>2</b>	<b>Team Leader</b>	<b>1</b>	Post Graduate in Mass Communication/ Mass Media/ Media/ Advertising/ Branding/ Public Relations/ Journalism/ Design/ Animation/ Graphics with at least 10 year experience <ul style="list-style-type: none"> <li>• Experience in developing and executing media</li> </ul>

			strategy, brand promotion, branding & marketing of event and organizing public relation activities, conceptualization, design and development of creative knowledge products <ul style="list-style-type: none"> <li>• Experience in leading teams for Media, PR &amp; Design projects</li> </ul>
<b>3</b>	<b>Media Expert</b>	<b>1</b>	<ul style="list-style-type: none"> <li>• Post Graduate in Mass Communication/ Mass Media/ Media/ Advertising/ Branding/ Public Relations/ Journalism with at least 5 year experience</li> <li>• Experience in developing and executing Media Strategy, Brand Promotion, Branding &amp; Marketing of event and organizing Public Relation Activities</li> </ul>
<b>4</b>	<b>Design Expert</b>	<b>1</b>	<ul style="list-style-type: none"> <li>• Graduate / Post Graduate in Design/ Animation/ Graphics with at least 3 year experience</li> <li>• Experience in conceptualization, design and development of creative knowledge products.</li> <li>• Experience in preparation of press releases, news articles, messages, write-ups, articles, features in Hindi &amp; English</li> <li>• Experience in development of Social Media content</li> </ul>

The Agency shall place the project team at Directorate of Industries as per requirement of Department and tasks before hands. If at any point in time, the Department feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 2 weeks. The Agency is not expected to change the team from what is proposed as a part of the response to this RFP. However if a resource needs to be changed due to unforeseen circumstances, the Agency need to give it in written to the Client and only upon agreement, the replacement may be carried out. Media, PR & Design Agency is responsible to ensure 6 months deployment for each resource at the Directorate of Industries, Dehradun, Uttarakhand as per the provisions of this RFP.

## 6. Scope of work

The Scope of Work for the engagement will consist of managing the Media, Public Relations (PR) & Design activities for the Uttarakhand Investment Summit 2018 event as highlighted in the scope of work below.

### **Media Strategy & Management:**

1. Conceptualize and develop Media and Promotional Strategy.
2. Develop a Communication Plan that conceptualizes and develops positive storyboards on the State and showcase them nationally & internationally.



3. Plan & Strategize Media Campaigns across Electronic & Print. The media campaign plan with deliberations on TRP rating, Newspaper Circulation/readership etc. so that the plan can be effectively executed.
4. Plan & Strategize on Outdoor Campaigns. The outdoor campaign plan with deliberations on identification of places such as Golf Courses, 5 Stars hotels, Premium Clubs etc. to put the hoardings & Standees so that hoarding/banners/standees etc. might be placed so as to achieve maximum publicity.
5. Media Planning in coordination with the departments concerned to ensure high visibility in print, outdoor, electronic media.
6. Maximize Publicity for the event in Regional, National and International Media
7. Establish a 24X7 press office, 30 days before the event in Dehradun
8. Provide Strategy for the UKIS 2018 campaign, including, but not limited to:
  - a. Step wise detailed plan for the UKIS 2018
  - b. The entire budgeting for the plan
  - c. Media spread for the Plan (variable media mix)
  - d. Frequency of releases in variable media vehicles depending upon the stage of UKIS 2018 campaign
  - e. Execution of the finalized media plan (plan to be finalized in consultation with the Department and National Partner & Knowledge Partner to the Department)
  - f. Ensure adequate Media Coverage of the State and the Event in the Regional, National and International Media.

## **7. Public Relation Activities for the Summit:**

1. Organizing interviews of Dignitaries/ Senior Government Officials/ Investors with leading business publications and News channels in consultation with the Knowledge Partner
2. Managing Media Relations and Networks and improving their interaction with the State about the event
3. Highlight any key news on Investment Intents, Announcements and Approvals in the State, both in National and International media before and after the event.
4. Coordinating features and advertorials in leading National and Business Publications
5. Organize Press conferences, Preparation of Press Releases, Press Reports, Press kit and co-ordination with Print and Electronic Media
6. Facilitate National Media Partnerships/ Alliances and manage crisis situations around the event.

## **8. Design & Development of Promotional Material:**

1. Logo that includes diversities of Uttarakhand and possibilities of investment /Mascot for the Event
2. Promotional Videos: Video Films on Uttarakhand in English and Hindi using drones and other latest technologies
3. Teaser films
4. Sectoral Films on 12 focus sectors
5. Design & development of TV Advertisements
6. Design & development of Newspaper Advertisements in Regional, National and International Media
7. Design & Development of outdoor advertisements such as hoarding/Banners & Standees

8. Background designs for the Stage
9. Souvenirs
10. Preparation of video clip summarizing the event
11. Brochures/Flyers/Booklet designing for the knowledge partner as per the requirement
12. Feeds for online media for CII hired agency

## 9. Evaluation of Proposals

- I. Department shall constitute an Evaluation Committee to evaluate the proposals.
- II. Evaluation Committee shall open the Proposals at the date & time specified in the RFP in the presence of the Applicants who choose to attend.
- III. Proposals for which a notice of withdrawal has been submitted shall not be opened.
- IV. The opening of Technical & Financial Proposals shall be done before the Evaluation Committee. The Department will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

## 10. Technical Evaluation Criteria

- Evaluation shall be done on following criteria and points will be allocated against each component.

S.No.	Evaluation Criteria	Max Points	Supporting Documents
1	<b>Project Experience</b>	<b>20</b>	
	Experience organizing Promotion events for a state/ country with campaign covering PR Activities, Designing / Production of Creatives /Commercials for various media including Print, TV, Radio, Outdoor, etc., in the last 5 years with an engagement value of atleast 80 Lakh (5 point for each engagement)	20	Letter of Award / Certificate from the Client showing the time period and contract value
2	<b>Team Composition</b>	<b>35</b>	
	Project Manager (1)	11	Enclose CV as per format defined in the RFP with consent from the Proposed Personnel
	Team Leader (1)	10	Enclose CV as per format defined in the RFP with consent from the Proposed Personnel
	Media Expert (1)	7	Enclose CV as per format defined in the RFP with consent from the Proposed Personnel
	Design Expert (1)	7	Enclose CV as per format defined in the RFP with consent from the Proposed Personnel
3	Technical Presentation on UKIS 2018 -	45	The Technical Presentation

	<b>Approach &amp; Methodology :</b> 1. Media & Marketing Mix – 20 Points 2. 30 secs sample Promotional Video/ TV Commercial – 15 points 3. Experience diversity in Promotion Events – 10 Points		Shall take Place before the Tender Committee.
	<b>Total</b>	<b>100</b>	

- Technical Proposal shall be submitted as per formats in Appendix I (Covering Evaluation Criteria Sl.No #1 and Sl.No#2) and in Appendix II (Covering Evaluation Criteria Sl.No #3)
- Detailed Resumes of the Team members to be deployed on this project must be included along with the Technical Proposal as per the format in Appendix II.
- Hard Copies of Technical Presentation (Evaluation Criteria Sl.No #3 need not be provided along with the Bid. However the same shall be submitted when Agencies are invited for Technical Presentation.
- The Award shall be based on Quality cum Cost based Selection (QCBS)

#### **11. Methodology of Evaluation- Quality cum Cost based selection**

- The combined final score shall be considered for award of the assignment. The assignment shall be awarded to the Agency scoring the highest final weighted score.
- The weightage for the technical proposal and financial proposal in the combined final score will be 80% and 20% respectively.
- The marking scheme for technical proposal will be as per details given in this RFP. Technical score (St) shall be out of 100.
- The Financial Proposal shall be evaluated using the following methodology:
  - The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:  $Sf = 100 \times Fm/F$ ;  
In which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.
- Proposals will finally be ranked in accordance with their combined of technical (St) and financial (Sf) scores:  

$$S = St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 80% and 20% respectively.

#### **12. Selection**

The Applicant scoring the highest Total Score shall be declared as the “Selected Agency”.

### 13. Financial Proposal

Applicants shall submit the financial proposal in the format at Appendix-III (the “Financial Proposal”) clearly indicating the cost in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

While submitting the Financial Proposal, the Applicant shall ensure the following:

- i. 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, **excluding GST**, 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.

### 14. Payment Schedule

The payment as specified in financial format Annexure -III as submitted by selected agency shall be made on a Monthly basis.

Sl.no	Description	Payment as % of total contract value
1	Mobilization advance against bank guarantee	10.00 %
2	Per Month Payment (6 Months )	60.00 %
3	After Successful completion of engagement and Submission of project report	30.00 %

Instruction:

*The Invoice will be submitted after every Month. The payment will be made within 15 days after submission of Invoice. The Selected bidder shall satisfactorily perform work as specified under the Tender to the Department.*

All travel expense outside Dehradun for official purpose shall be paid directly or reimbursed by Department, in such cases where arrangements are not being made by the Department:

- a. The travel expense (boarding and lodging) outside Dehradun for domestic and international road shows would be additional and will be paid extra based on the actual rate of economy class air-fare in case they are required to travel from Dehradun to anywhere in India and abroad. Other allowances will be payable at the rates admissible to class-1 officers of the State Government.
- b. To claim reimbursement, onsite resources needs to submit the Travel Expense Claim to the Department along with the relevant bills/vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority within two weeks from the date of return from the trip.
- c. Submission of hotel bills is mandatory with the Travel Expense Claim.

- d. For local travel during official visit within Dehradun, Consultants will make their own arrangements.
- e. Team members should have their own laptops and other peripherals including mobile phone.

## **15. Terms and Conditions: Applicable Post Award of Contract**

### **1 Termination Clause**

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
  - i. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
  - ii. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
  - iii. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
  - iv. If the selected Bidder commits breach of any condition of the Contract
  - v. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

### **Termination for Default**

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach)
- b. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
- c. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of Service or any extension granted thereof; or
- d. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- e. If the selected Bidder commits breach of any condition of the Contract
- f. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

Termination for Insolvency Department may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Department.

#### **Termination for Convenience**

a. Department, by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

b. In such case, Department will pay for all the pending invoices as well as the work done till that date by the Consultant. c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination. d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

#### **Termination by Department**

a. The Department may, by not less than 60 days" written notice of termination to the Technical Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
- ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- iv. The selected Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the selected Bidder knows to be false;

b. Any document, information, data or statement submitted by the in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days

c. If the Department would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.

d. If the Department would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the government will give a rectification notice for 3 months to the Agency in writing with specific observations and instructions.

#### **Termination by the selected Bidder**

a. The selected Bidder may, by not less than 60 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- i. Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Technical Consultant may have subsequently agreed in writing) following the receipt by the Department of the selected Bidder's notice specifying such breach
- ii. If there are more than 2 unpaid invoices and Department fails to remedy the same within 45 days of the submission of the last unpaid invoice
- iii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- iv. The Department fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- v. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Department to the selected Bidder within 30 days of the Contract termination

#### **16. Consequences of Termination**

- I. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile 20 Vendor in relation to the execution/ continued execution of the scope of the Contract.
- II. Nothing herein shall restrict the right of Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity

and pursue such other rights and/ or remedies that may be available Department under law or otherwise.

- III. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### **17. Liquidated Damages**

- I. Notwithstanding Department's right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force measure beyond control of the Bidder.
- II. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- III. Department reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by Department to the Bidder. Liquidated damages will be calculated on per week basis.
- IV. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Agency shall in no event exceed the total value of the fee received under this Contract.

#### **18. Dispute Resolution Mechanism**

- I. The Bidder and the Department shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- II. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- III. Matter will be referred for negotiation between Officers nominated by the Department and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- IV. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. An mutually agreed arbitrator shall be appointed at Dehradun and proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof..



## **19. Force Majeure**

- I. Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
- II. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- III. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- IV. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Department shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.
- V. Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- VI. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

## **20. Failure to agree with Terms and Conditions of the RFP**

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award and in that case the earnest money deposited by the bidder shall be forfeited by the department.

## Appendix I – Technical Proposal Formats

FORM 1 – About the Organization (Not to exceed 5 pages)

FORM 2 - Turnover in each of the last 3 financial years (FY 2014-15 to 2016-17) in services related to developing Marketing Strategies, Creative Designing, Advertising, PR Activities, etc.

For the purpose of this criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered. (Certificate from Statutory Auditor is required – with turnover from the applicable services)

Form 3 - Experience organizing international Promotion events for a state/ country with campaign covering PR Activities, designing / production of creatives / commercials for various media including print, TV, radio, online, outdoor, etc., in the last 5 years with engagement value of over Rs. 5 crore each

	Project 1	Project 2	Project 3	Project 4
Assignment Name:				
Country & Location				
Approx. value of the Contract				
Duration of completed assignment (months): Start / Completion Date				
Name, Address and Phone No. of Client:				

Kindly provide supporting documents such as contract/work order copy and completion certificate etc. Kindly provide satisfactory completion certificate from the client(s). Note: Please provide experiences of not more than 4 projects. If more than 4 experiences are submitted, only the first 4 project experiences would be considered)

## Appendix II – Team Deployment Plan & Resume Formats

The Agency shall propose a team consisting of staff / experts to take care of all aspects of the assignment. The resumes of all the resources proposed to be deployed in the project must be included along with the Technical Proposal in the below format.

### Team Deployment Plan:

S. No	Name	Qualification	Relevant Experience	Designation in the Proposed Project	Task Assigned

### Resume Format:

1. Name
2. Educational Qualifications
3. Post qualification relevant experience in number of years
4. Area of Expertise
5. Details of Projects worked on with similar Scope of Work

### Appendix III - Financial Proposal

(Date and Reference)

To,

Directorate of Industries  
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Sub: SELECTION OF CREATIVE AGENCY FOR MANAGING THE MEDIA, PUBLIC RELATIONS (PR) & DESIGN ACTIVITIES FOR THE UTTARAKHAND INVESTORS SUMMIT 2018 FOR DIRECTORATE OF INDUSTRIES GOVT. OF UTTARAKHAND

We the undersigned, offer to provide the services for the work cited under subject in accordance with your Request of Proposal dated \_\_\_\_\_ 2018.

Our Financial Proposal inclusive of Goods and Service Tax is as below:

	Amount in figures	Amount in words
Total Professional Fees		
Goods & Service Tax		
Gross Total		

#### Notes

- The above includes all travel, lodging and other out of pocket expenses within Dehradun; no extra claims above what has been mentioned in this section will be allowed during the engagement
- All boarding and lodging expenses for any trip outside of Dehradun for project related work to be reimbursed by the Client/Department on actual in situations where the arrangement is not made by the Department itself.
- The same rates will be used for extending the scope of work or seeking more time/resources from the consulting firm.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 1988", during the bidding process and execution of the contract, in case we are awarded the work.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Company Seal)

Note: The Financial Proposal is to be submitted strictly as per form given in the RFP

## Appendix IV – Bank Guarantee Format

B.G. No. Dated:

In consideration of you, Directorate of Industries, Government of Uttarakhand, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ----- (a company registered under the Companies Act, 1956) and having its registered office at \_\_\_\_\_ (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for <> at <<>> (hereinafter referred to as "the Project") pursuant to the RFP Document dated \_\_\_\_\_ issued in respect of the Project and other related documents including without limitation the draft Service agreement (hereinafter collectively referred to as "Bidding Documents"), we \_\_\_\_\_ (Name of the Bank) having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clauses of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of INR.

(Rupees only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR \_\_\_\_\_

3. This Guarantee shall be irrevocable and remain in full force for a period of 90 (ninety) days from the Bid Due Date inclusive of a claim period of 30 (thirty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and 21 shall continue to be enforceable till all amounts under this Guarantee have been paid.

4. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein. 8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank 22 hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

12. For avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR (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 on or before (indicate date falling 90 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms , its and  
authorized official.

(Signature of the Authorized Signatory)

(Official Seal)



## Annexure V : Proposal Covering Letter

Date:.....

To,  
Director Industries,  
Directorate of Industries  
Patel Nagar  
Dehradun  
Uttarakhand  
248001

Dear Sir,

We.....(Name of the bidder)here by submit our proposal in response to notice

Inviting tender date.....and tender document no.....and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the services mentioned in the tender.
5. Directorate of Industries, Dehradun may contact the following person for further information regarding this tender:
  - a. Name and full address of office, Contact No., Email ID, Company Name
6. We are submitting our technical bid documents. Hard copy of the Proposal should also be submitted in form of original and a copy along with original DD of both EMD and Tender Document Fee.

Yours

sincerely,

Signature  
Full name of signatory  
Designation

Name of the bidder (firm etc.)