

**The Cell for IPR Promotion and Management (CIPAM),  
DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION  
Ministry of Commerce and Industry, Government of India**

National Competitive Bidding (NCB)

**Selection of an agency for creative designing,  
development and maintenance of CIPAM website**

Dated: 4th November 2016

**REQUEST FOR  
QUALIFICATION CUM  
REQUEST FOR PROPOSAL**

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**November 2016**

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**NOTICE INVITING REQUEST FOR QUALIFICATION – CUM - REQUEST  
FOR PROPOSAL**

**Cell for IPR Promotion and Management (CIPAM)  
DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION**

**REQUEST FOR QUALIFICATION (RFQ) CUM REQUEST FOR PROPOSAL  
(RFP) FOR SELECTION OF AN AGENCY FOR CREATIVE DESIGNING,  
DEVELOPMENT AND MAINTENANCE OF CIPAM WEBSITE**

**NATIONAL COMPETITIVE BIDDING**

Cell for IPR Promotion and Management (CIPAM) is the institutional mechanism through which the National Intellectual Property Rights (IPR) Policy would be implemented. CIPAM is a professional body under the aegis of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India. CIPAM will facilitate promotion, creation and commercialization of IP assets.

CIPAM requires an agency for creative designing, development and maintenance of CIPAM's website. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RfQ – cum - RfP document uploaded on Central Public Procurement Portal (<http://eprocure.gov.in>) and on the website: <http://dipp.nic.in>

**Interested applicants are requested to submit their responses to the “RFQ –  
Cum -RFP” on Central Public Procurement Portal (<http://eprocure.gov.in>) on or  
before November 28th , 2016 till 3:00 PM.**

The queries must be addressed to:

**Mr. Raghav Arora  
Cell for IPR Promotion and Management (CIPAM)  
Department of Industrial Policy & Promotion  
Ministry of Commerce and Industry  
Udyog Bhawan  
New Delhi 110011  
E: [raghav.arora94@gov.in](mailto:raghav.arora94@gov.in) M: +91 9205192108**

## Disclaimer

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1. This RfQ – cum - RfP document is neither an agreement nor an offer by Cell for IPR Promotion and Management (hereinafter referred to as CIPAM) to the prospective Applicants or any other person. The purpose of this RfQ – cum - RfP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RfQ – cum - RfP.
2. CIPAM does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RfQ – cum - RfP document and it is not possible for CIPAM to consider particular needs of each party who reads or uses this RfQ – cum - RfP document. This RfQ – cum - RfP includes statements which reflect various assumptions and assessments arrived at by CIPAM in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RfQ – cum - RfP document and obtain independent advice from appropriate sources.
3. CIPAM will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfQ – cum - RfP document, any matter deemed to form part of this RfQ – cum - RfP document, the award of the Assignment, the information and any other information supplied by or on behalf of CIPAM or their employees, any Agency or otherwise arising in any way from the selection process for the Assignment. CIPAM will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RfQ – cum - RfP.
4. CIPAM will not be responsible for any delay in receiving the proposals. The issue of this RfQ – cum - RfP does not imply that CIPAM is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and CIPAM reserves the right to accept/reject any or all of proposals submitted in response to this RfQ – cum - RfP document at any stage without assigning any reasons whatsoever. CIPAM also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RfQ – cum - RfP Application.

5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CIPAM accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. CIPAM reserves the right to change/ modify/ amend any or all provisions of this RfQ–cum - RfP document. Such revisions to the RfQ – cum - RfP / amended RfQ –cum - RfP will be made available on the website of DIPP and CPPP portal.

## Section 1. Letter of Invitation

Respected Sir/Ma'am,

CIPAM invites proposals from reputed bidders for Selection of an agency for creative designing, development and maintenance of CIPAM website.

2. A bidder will be selected under the Combined Quality cum Cost Based System method (CQCCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and as per procedures described in this RFP.
3. The content of this RFP enlists the requirements of CIPAM. It includes the Bidding Terms and Draft Agreement which details out all that may be needed by the potential bidders to understand the financial terms and bidding process and explains the contractual terms that CIPAM wishes to specify at this stage. It also consists of a draft agreement that needs to be signed between the CIPAM and the successful bidder.

The RFP includes the following sections:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Bidders (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6- Standard Form of Contract

**All clarifications/ corrigenda will be published on the website of DIPP and on Central Public Procurement (CPP) Portal. The official website for accessing the information related to this RFQ – cum - RFP is: [www.dipp.nic.in](http://www.dipp.nic.in) (the “Official Website”) along with Central Public Procurement Portal ([eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)).**

Yours sincerely,

Team CIPAM

## Section 2. Instructions to Applicants

### 2.1 Introduction

- 2.1.1 The Client named in the Data Sheet will select an organization in accordance with the method of selection specified in the Data Sheet. Applicants are advised that the selection of Agency shall be on the basis of an evaluation by Client through the selection process specified in this RFQ – cum - RFP (the “Selection Process”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Client’s decisions are final without any right of appeal whatsoever.
- 2.1.2 The Applicants are invited to submit Pre-Qualification, Technical and Financial Proposals (collectively called as “the Proposal”), as specified in the Data Sheet, for the services required for the Assignment. The Proposal will form the basis for grant of work order to the selected Agency. The Agency shall carry out the assignment in accordance with the Terms of Reference of this RFQ – cum - RFP (the “TOR”).
- 2.1.3 The Applicant shall submit the Proposal in the form and manner specified in this RFQ – cum - RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.
- 2.1.4 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to grant of work order, without thereby incurring any liability to the Applicants.
- 2.1.5 Client requires that the Applicant hold Client’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project.
- 2.1.6 It is the Client’s policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the Client:
- (i) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing the work order in question;
  - (ii) will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order.
- 2.1.7 Arbitration: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFQ – cum - RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Secretary, DIPP, whose decision shall be final.
- 2.1.8 Termination of Assignment: Client will have the right to terminate the assignment by giving 30 (thirty) days written notice. In the event of termination for no fault of

Applicant, the Client will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the Client, the Client will forfeit the performance security of the Applicant.

2.1.9 The Applicant shall submit his proposal in **four covers** containing details of **EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal** respectively on Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>).

2.1.10 The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ-cum RFP. Subsequently the technical evaluation as specified in this RFQ-cum-RFP will be carried out only for those Applicants who meet the Pre- Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. The Financial Proposals of all technically qualified Applicants will be opened and evaluated by the Tender Evaluation Committee.

2.1.11 Number of Proposals: No Applicant shall submit more than one Application.

2.1.12 Right to reject any or all Proposals:

- (i) Notwithstanding anything contained in this RFQ – cum - RFP, the Client 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.
- (ii) Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
  - a) at any time, a material misrepresentation is made or discovered, or
  - b) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- (iii) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.1.13 Acknowledgement by Applicant

- (i) It shall be deemed that by submitting the Proposal, the Applicant has:
  - a) made a complete and careful examination of the RFQ – cum - RFP;
  - b) received all relevant information requested from the Client;
  - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ – cum - RFP or furnished by or on behalf of the Client;
  - d) satisfied itself about all matters, things and information, including matters 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 term hereof.
- (ii) The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ – cum- RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.
- (iii) The proposal of the applicant shall be valid for 60 (sixty) days from the Proposal

Due Date.

## 2.2 Clarification and amendment of RFQ – cum - RFP documents

Applicants may seek clarification on this RFQ – cum - RFP document till 15<sup>th</sup> November 2016. Any request for clarification must be sent by standard electronic means (PDF and word file).

**Mr. Raghav Arora**  
**Cell for IPR Promotion and Management (CIPAM)**  
**Department of Industrial Policy & Promotion**  
**Ministry of Commerce and Industry**  
**Udyog Bhawan**  
**New Delhi 110011**  
**M: +91 9205192108 E: raghav.arora94@gov.in**

The Client will endeavour to respond to the queries prior to the Proposal Due Date. The Client will post the reply to all such queries on its official website and CPPP portal.

- 2.2.1 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ – cum - RFP documents by an amendment. All amendments/ corrigenda will be posted on the Client's Official Website and on Central Public Procurement Portal. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.
- 2.2.2 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Applicants willing to attend the pre-bid should inform client beforehand via email. The maximum no. of participants from an applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization (In Form 3E).

## 2.3 Earnest Money Deposit

- 2.3.1 A Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of **Pay and Account Officer, DIPP, New Delhi**, payable at New Delhi, for the sum of Rs. 50,000/- (Rupees Fifty Thousand Only) shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of Form 3F.
- 2.3.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as "EMD– [name of assignment]" and "Not to be opened except in the presence of evaluation committee". In addition, a scanned copy (in pdf format) shall also be uploaded on Central Public Procurement Portal (hereinafter referred to as CPPP). Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.
- 2.3.3 Client will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicant's Earnest Money shall be returned, without any interest upon the Applicant accepting the work order and furnishing the Performance Security in accordance with provision of the RFQ – cum - RFP and work order.



- 2.3.4 Client will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to Client in regard to the RFQ – cum - RFP without prejudice to Client's any other right or remedy under the following conditions:
- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ – cum - RFP (including the Standard Form of work order);
  - (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ – cum - RFP and as extended by the Applicant from time to time,
  - (iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or
  - (iv) If the Applicant commits any breach of terms of this RFQ – cum - RFP or is found to have made a false representation to Client.

Performance Security equivalent to the amount indicated in this RFQ – cum - RFP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RFQ – cum - RFP / work order.

For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Applicant and be released 60 (Sixty) days after the completion of the assignment.

- 2.3.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- 2.3.6 An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.3.7 The EMD shall be submitted to the following address:

**Mr. DS Srinivasan  
Under Secretary,  
Room No. 320, Department of Industrial Policy & Promotion  
Ministry of Commerce & Industry, Government of India  
Udyog Bhawan, New Delhi 110011**

## **2.4 Preparation of proposal**

- 2.4.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFQ – cum - RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.4.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RFQ cum - RFP Document.
- 2.4.3 The technical proposal should provide the relevant documents along with photocopy of PAN Card and latest income-tax return. No information related to financial proposal should be provided in the technical proposal.
- 2.4.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the

technical proposal the applicant shall be disqualified and his proposal will not be considered.

2.4.5 The Proposals must be digitally signed by the Authorized Representative (the "Authorized Representative") as detailed below:

- (i) by the proprietor in case of a proprietary firm;
- (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (iii) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

2.4.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFQ – cum - RFP, no supplementary material will be entertained by the Client, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants 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 Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

2.4.7 **Financial proposal:** While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFQ – cum - RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the Assignment shall be included in the Financial Proposal including unit costs wherever indicated in the scope of work mentioned under Section 5, 'terms of reference'. 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 the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, **excluding service tax**, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only service tax over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.4.8 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ – cum - RFP.

2.4.9 Applicants shall express the price of their services in Indian Rupees only.

## **2.5 Submission, receipt and opening of proposals**

2.5.1 The Proposal shall be submitted through e-procurement portal CPPP. The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have file name in accordance to following format [form\_name.applicant\_name]. Applicant name should contain only first two words of its name.

2.5.2 The Authorized Representative of the Applicant should authenticate EMD Details, Pre-Qualification, Technical and Financial proposal using his digital signatures. The Authorized Representative's authorization should be confirmed by a written power of

attorney by the competent authority accompanying the Proposal (Pre-Qualification Proposal).

- 2.5.3 The Applicant shall submit his proposal in **four covers containing details of EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal** respectively.
- 2.5.4 No proposal shall be accepted after the closing time for submission of Proposals.
- 2.5.5 After the deadline for submission of proposals, Earnest Money Deposit detail and the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP details containing the Technical and Financial Proposals shall remain sealed.
- 2.5.6 After the Proposal submission until the grant of the work order, if any Applicant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the applicant's proposal.

## **2.6 Proposal Evaluation**

- 2.6.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria ("Shortlisted Applicant"), shall be checked for responsiveness in accordance with the requirements of the RFQ-cum-RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document.
- 2.6.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFQ – cum – RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

### **RFQ Stage**

- (i) The Pre-Qualification Proposal is received in the form specified in this RFQ cum- RFP;
- (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iii) it does not contain any condition or qualification; and
- (iv) it is not non-responsive in terms hereof.
- (v) It is accompanied by the Earnest Money Deposit as specified in this RfQ-cum-RfP.

### **RFP Stage**

#### **Technical Proposal**

- (i) the Technical Proposal is received in the form specified in this RFQ-cum-RFP;
- (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iii) it does not contain any condition or qualification; and
- (iv) it is not non-responsive in terms hereof.

## Financial Proposal

- (i) The Financial Proposal is received in the form specified in this RFQ cum RFP;
- (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iii) it does not contain any condition or qualification; and
- (iv) It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.6.3 As part of the evaluation, the Pre-Qualification Proposals submitted [**in Form 3A**] should fulfill the Minimum Qualification Criteria. In case an Applicant does not fulfill the Minimum Qualification Criteria, the Technical Proposal [**in Form 3G**] of such an Applicant will not be opened and evaluated further. In such cases, the RFP details containing the Technical Proposal and Financial Proposal will not be opened after completion of evaluation of Pre-Qualification.

### 2.6.4 Minimum Qualification Criteria

S No	Minimum Qualification Criteria	Document
1	The Agency must have been in operation for a minimum of <b>3 years</b> , as on 4th November 2016, in creative designing, development and maintenance of websites. (supporting documents to be submitted).	Form 3B
2	The bidder must have a dedicated manpower size of at least <b>5 people</b> for undertaking creative and technical work. (Self-certification required)	Form 3D
3	The bidder must have successfully completed at least <b>3 similar projects over the last one year</b> having a minimum order value of <b>INR 1 lakh each</b> . (Copy of work order, Contract for each of the mentioned assignments required)	Form 3C

2.6.5 **Technical Evaluation:** The evaluation committee (“Evaluation Committee”) appointed by the Client will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. If required, the Client may seek specific clarifications from any or all Agency(ies) at this stage. The Client shall determine the Agency that qualifies for the next phase after reviewing the clarifications provided by the Agency(ies). Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation

The minimum technical score required to qualify technical evaluation is 60 Points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFQ – cum - RFP Document and the Terms of

Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals will remain unopened.

2.6.6 The proposal of the Agency who have cleared the minimum qualification score shall be ranked on the basis of technical score (St) and their financial proposal will be opened.

2.6.7 **Financial Evaluation:** In this process, the financial proposals of the Agencies declared technically qualified shall be opened by indicating the date and time set for opening of its Financial Proposal. The information of this date and time may be sent by registered letter, facsimile, or electronic mail.

#### 2.6.8 Selection Procedure

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. 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 be finally be ranked in accordance with their combined 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 0.70:0.30.

2.6.9 The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be issued the work order (the "Successful Applicant")

### 2.7 Grant of Work Order

2.7.1 After selection, a Work Order will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 3 (three) days of the receipt of the work order, sign and return the duplicate copy of the work order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the work order, and the next highest ranking Applicant may be considered.

2.7.2 The Successful Applicant would have to provide a Quarterly Work Plan for the first year to CIPAM, within 10 days after receipt of the Work Order.

2.7.3 **Performance Security:** Performance Security equivalent to 15 (fifteen) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the work order. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Applicant and be released 60 (Sixty) Days after the completion of the assignment.

## 2.8 **Confidentiality**

Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been given the work order.

## 2.9 **Fraud and corrupt practices**

2.9.1 The Applicants 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 RFQ – cum - RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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 Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFQ – cum - RFP, including consideration and evaluation of such Applicant’s Proposal.

2.9.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the WORK ORDER or the Agreement, if an Applicant or Agency, as the case may be, is found by the Client 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 WORK ORDER or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFQ – cum - RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.9.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

2.9.3.1 “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 Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the WORK ORDER or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging

in any manner whatsoever, whether during the Selection Process or after the issue of the WORK ORDER or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the

Project or the WORK ORDER or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- a) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- b) “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;
- c) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client 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
- d) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 2.10 Pre-Bid Meeting

2.10.1 Pre-Bid Meeting of the Applicants will be convened off-line at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant [In Form 3E].

2.10.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.10.3 The pre-bid meeting will be held on:

Date: **21<sup>st</sup> November 2016**

Time: **16:00 hrs**

Venue: **Room No. 152**, Department of Industrial Policy & Promotion, Ministry of Commerce and Industry, Udyog Bhawan, New Delhi 110011, India

## 2.11 Miscellaneous

2.11.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.11.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

2.11.2.1 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;

2.11.2.2 consult with any Applicant in order to receive clarification or further information;

2.11.2.3 retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or

2.11.2.4 independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.11.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases

the Client, 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.

2.11.4 All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Agency, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to Client in relation to the assignment shall be the property of Client.

2.11.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## 2.12 Tentative schedule for selection process

The Client will endeavour to follow the following schedule:

Date of issue of RFQ – cum – RFP	<b>4<sup>th</sup> November 2016</b>
Last date for receiving queries/requests for clarifications	<b>15<sup>th</sup> November 2016</b>
Pre-Bid Meeting	<b>21<sup>st</sup> November 2016</b>
Client’s response to queries/requests for clarifications	<b>22<sup>nd</sup> November 2016</b>
Proposal Due Date (till 3:00PM)	<b>28<sup>th</sup> November 2016</b>
Opening of Pre-Qualification Proposals (after the bid submission time i.e. 3:30PM)	<b>28<sup>h</sup> November 2016</b>
Presentation by the Technically Qualified Applicants	<b>To be notified</b>

## 2.13 Data Sheet

1.	Name of the client:	<b>Cell for IPR Promotion and Management (CIPAM)</b> - A professional body under the aegis of Department of Industrial Policy and Promotion
	Method of selection:	<b>Combined Quality cum Cost Based System (CQCCBS)</b>
2.	Documents part of RFP:	The RFP consists of the <b>Bidding Terms and Draft Agreement</b> . It details out all information that may be needed by the potential bidders to understand the financial terms and various bidding processes and explains the contractual terms CIPAM wishes to specify at this stage. It also consists of a draft Agreement that needs to be signed between <b>CIPAM</b> and the successful bidder.
3.	Pre-Qualification Criteria	<i>(a) The bidder must be either a limited liability partnership or a company registered under the Indian Companies Act</i>



		<p>1956/2013.</p> <p>(b) The bidder should have been in operation for at least three years as on date of publishing of bid i.e <b>4<sup>th</sup> November 2016</b> (Incorporation/ Registration Certificate required).</p> <p>(c) The bidder must have a dedicated manpower size of at least <b>5 people</b> for undertaking creative and technical work. (Self-certification required)</p> <p>(d) The bidder must have successfully completed at least <b>3 similar projects</b> over the <b>last 1 year</b> having a minimum order value of <b>INR 1 lakh each</b>. (Copy of work order, Contract for each of the mentioned assignments required)</p> <p><b>Documentary proof with respect to the above criteria is essential without which the proposal will be rejected. Technical and Financial evaluation will be done <u>only</u> for the bidders satisfying the above criteria.</b></p> <p><b>Bidders should facilitate CIPAM, if so desired, to have examination of projects having been implemented and provide 3 references from prior customers.</b></p>
4.	Earnest Money Deposit requested:	Yes. The Bidder must submit an EMD of INR <b>50,000</b> in Indian Rupees in the form of a Demand Draft drawn in favour of <b>Pay and Account Officer, DIPP, New Delhi</b> , payable at New Delhi.
5.	Technical and Financial Proposals requested:	Yes
	Name, objectives, and description of the assignment:	As detailed in TOR (Section 5)
6.	Pre-bid conference:	<p>Date: <b>21<sup>st</sup> November 2016</b></p> <p>Time: <b>16:00 hrs</b></p> <p>Venue: <b>Room No. 152</b>, Department of Industrial Policy &amp; Promotion, Ministry of Commerce and Industry, Udyog Bhawan, New Delhi 110011, India</p> <p><u>Contact details for pre-bid conference:</u></p> <p>Mr. Raghav Arora</p> <p>Cell for IPR Promotion and Management (CIPAM), Department of Industrial Policy &amp; Promotion, Udyog Bhawan, New Delhi 110011, India</p> <p>M: +91 9205192108 E: raghav.arora94@gov.in</p> <p><b>Bidders may confirm their participation in the pre-bid conference to</b></p>

		<i>the above person.</i>
7.	Clauses on fraud and corruption in the Contract:	Clause 3 of Section 2
8.	Number of days during which clarifications to be sought before the Bid submission date:	3 working days. No clarifications will be entertained during the last three working days before the last date of submission of the bid
	For any clarifications, you may contact:	Mr. Raghav Arora CIPAM, Department of Industrial Policy & Promotion, Ministry of Commerce and Industry, Udyog Bhawan, New Delhi 110011, India M: +91 9205192108 E: raghav.arora94@gov.in
	Address to submit EMD/ Bank Guarantee:	Mr. DS Srinivasan Under Secretary, Room No. 320, Department of Industrial Policy & Promotion Ministry of Commerce & Industry, Government of India Udyog Bhawan, New Delhi 110011
9.	Language(s) of the submitted proposals:	<b>English</b> The Contract to be signed with the successful Agency shall be written in the English language, which shall be the language that shall govern the contractual relations between <b>CIPAM</b> and the successful Agency.
10.	(i) Without diluting the concept of total responsibility of the Agency awarded the Contract, short listed Agency/entity may associate with other short listed Agency: Prior approval of <b>CIPAM</b> required.	Yes
	(ii) Reports that are part of the assignment must be written in the following language(s):	English
11.	Training is a specific component of this assignment:	Yes
12.	Taxes: [Specify Agency's liability:]	As per Clause 27 of Section 2
	Amounts payable by the <b>CIPAM</b> to the Agency under the Contract shall be the Contract price inclusive of all taxes and duties and after deductions indicated in clause 6.2.7	Yes
13.	Bidder to state cost in the national currency:	Cost to be stated in Indian Rupees

14.	Proposals must remain valid for one hundred twenty (120 days) after the submission date, i.e., until:	Date: <b>23<sup>rd</sup> March 2017</b>
15.	Proposals submission date:	Not later than the following date and time: Date: <b>28<sup>th</sup> November 2016</b> Before <b>3.00 P.M</b>
16.	Number of points to be given under each evaluation criteria for <b>technical evaluation</b> :	
	Description of each evaluation criteria:	Maximum Marks with Break-up
	<b>(i). <u>Past Experience in work of similar nature</u></b> (a) Past experience of similar nature as described in point number 3(d) of the data sheet, in terms of number of assignments in India, executed over the last 3 years, each of whose value is above Rs 1 lakh <ul style="list-style-type: none"> <li>• Number of assignments =&gt; 3 and &lt;=5</li> <li>• Number of assignments &gt;5 and &lt;10</li> <li>• Number of Assignments = 10 &amp; above.</li> </ul> (b) Number of similar website creative development projects successfully completed for international organizations during the last three years (attach names of Projects, work order & completion document of each project) <i>Evidenced by Contract/Work/Engagement orders, indicating details of assignment, client, value of assignment, date of award etc.</i>	<b><u>20 Marks</u></b> 10 Marks  (5 Marks) (7 Marks) (10 Marks)  10 Marks
	<b>(ii). <u>Manpower, Skill Set, Team Composition &amp; Deployment</u></b> Composition of the project team and details of specific qualifications, skills/ competencies/ expertise of the key professional staff. Resumes of team members to give details of Education Qualification, implementation of similar assignments, relevant services carried out in the last 5 years, Client/ User Testimonials/ credentials	<b><u>25 Marks</u></b>
	<b>(iii). <u>Understanding of TOR, Methodology and Work Plan</u></b> Adequacy of the proposed work plan and methodology in responding to the TOR  (a). <u>Understanding and adherence of TOR</u> Demonstrated level of understanding of the project, its purpose, scope, and bidder's plan for performing the required services as detailed in scope of work, technical and functional requirements in the bid, during the entire lifecycle of the project.  (b). <u>Approach and Methodology</u> : Comprehensiveness and robustness of Project Plan (level of detail of activities, risk mitigation and practicality). This criterion will be evaluated based on the following parameters:	<b><u>55 Marks</u></b>  15 Marks  30 Marks

	<p>(i) Comprehensiveness of plan with respect to all activities that need to be undertaken to meet the requirements specified in the scope of work</p> <p>(ii) Innovative ideas and solutions</p> <p>(iii) Resource planning and allocation</p> <p>(c). <u>Work Plan and Time Schedule</u>: Appropriateness of prescribed time frames.</p> <p><i>Based on work order of assignments enclosed along with the Technical proposal, marks will be assigned.</i></p>	<p>10 Marks</p>
	<b>Total</b>	<b>100 Marks</b>
	<p>The bidder will be required to make presentation on its Proposal covering Experience/Technical Proposal including Implementation Methodology, Team Composition, Work Schedule and Activity Schedule, the date and time for which will be intimated individually.</p>	
17.	<p><b><u>Financial Evaluation:</u></b></p> <p><b>CIPAM</b> shall shortlist all the Companies who secure the minimum required marks. The minimum cut off will be 60 % (Sixty Percent). <b><i>Financial proposals of <u>only</u> the Companies scoring 60% in technical bid will be evaluated.</i></b></p> <p>The proposal with the lowest total bid value shall be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.</p>	
18.	<p><b><u>Combined Evaluation:</u></b></p> <p>Based on the criteria in item No. 18 the Technical Scores will be assigned and will have a weightage of 70%. The Financial Proposals will be allotted a weightage of 30%. The total score shall be obtained by weighing the technical and financial scores and adding them up. On the basis of combined weighted technical and financial score, the bidder shall be ranked in terms of total score obtained. The proposal obtaining the highest total combined technical and financial score will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The bidder securing the highest combined marks will be considered for award of the contract.</p>	
19.	Return of unopened financial proposals	The financial proposals of those bidders that do not meet the minimum qualifying criteria or considered non-responsive to the RFP shall be returned within 30 days of the completion of technical evaluation process.
20.	Terms of Payment	<p>The financial bid is to be submitted as per <b><u>Financial Bid Proposal Sheet, Form Fin 2.</u></b></p> <p>The terms of payments are as below:</p> <p>a) <b>Signing of Contract: 10%</b> on <i>signing of contract</i> against Bank Guarantee for an amount equal to 10% of Financial Bid amount, Form Fin 2.</p> <p>b) <b>After developing and demonstrating requirements and approval of concept design: 30%</b> of Financial Bid amount, Form Fin 2.</p>

		<p>c) <b>On live deployment: 30%</b> of Financial Bid amount, Form Fin 2.</p> <p>d) <b>On handing over source code: 30%</b> of Financial Bid amount, Form Fin 2.</p> <p><u>Note:</u> The Monitoring Committee will conduct a periodic review of the project activities and deliverables to gauge output and to approve activities for the forthcoming period.</p> <p>The initial Bank Guarantee may be discharged at the final payment stage.</p>
21.	Commencement of assignment:	On the date and at the location specified in the LOA/Contract
22.	Expected Timelines:	Bidders should provide a detailed timeline of events from requirements finalization, design, development, testing and deployment. All work including development, design, testing and deployment must be completed by <b>3 months from acceptance of proposal.</b>

**Detailed evaluation criteria will be prepared by the evaluation committee for evaluation of the proposals.**

### Section 3. Pre-Qualification and Technical Proposal – Standard Forms

- Form 3A: Pre – Qualification Proposal Submission Form
- Form 3B: Self-certification of Operation for minimum 3 years
- Form 3C: Format for Pre-Qualification Proposal (Average Annual Turnover of Applicant)
- Form 3D: Credentials of creative team identified to work with CIPAM
  
- Form 3E: Format for Power of Attorney for Authorized representative
- Form 3F: Format of Bank Guarantee for Earnest Money Deposit
- Form 3G: Technical Proposal Submission
- Form 3H: Profile and track record of the agency
- Form 3I: Detailed plan for website development
- Form 3J: Information regarding Conflicting Activities and Wrong Declaration thereof
- Form 3K: Work Schedule
- Form 3L: Comments and suggestions on the understanding of the Terms of Reference

## Form 3A: Pre-Qualification Proposal Submission Form

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[Location, Date]

To  
Raghav Arora  
CIPAM, DIPP  
Udyog Bhawan,  
New Delhi-110011

### **RFQ – cum - RFP dated [date] for selection Agency for [name of assignment]**

Dear Sir,

With reference to your RFQ – cum - RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

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

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
  - a) We have examined and have no reservations to the RFQ – cum - RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with the terms of the RFQ – cum - RFP;

- c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ – cum - RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
  - d) 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 selection 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 Applicants.
  8. We declare that we are not a member of any other Consortium/JV applying for selection as a Agency.
  9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ – cum - RFP.
  11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
  12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Agency or in connection with the selection process itself in respect of the above mentioned Project.
  13. We agree and understand that the proposal is subject to the provisions of the RFQ – cum - RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
  14. We agree to keep this offer valid for 60 (sixty) days from the PDD specified in the RFQ – cum - RFP.
  15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
  16. The Technical and Financial Proposal is being submitted in a separate cover. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.



17. We agree and undertake to abide by all the terms and conditions of the RFQ – cum - RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and

initials]: Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

**Form 3B: Self-certification of Operating for minimum 3 years**

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[Location, Date]

Here give a certificate that the Agency have been in operation for a minimum of 3 years as on 4th November 2016 in creative designing, development and maintenance of websites along with relevant documents.

**Form 3C: Bidder's Organization (Average Annual Turnover of Applicant)**

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<b>SN</b>	<b>Financial years</b>	<b>Revenue from Creative/Website Development Work (INR)</b>
1.	2013-14	
2.	2014-15	
3.	2015-16	
	Cumulative Gross Revenue	

*Attach Incorporation/ Registration Certificate, Audited Account Sheets/ P&L Sheets.*

**Certificate from the Statutory Auditor**

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized

Signatory Designation

Name of firm

Signature of Authorized

Signatory Seal of Audit firm

**Note:**

1. In case the Applicant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

**Projects undertaken:**

Here give the details of at least 3 projects undertaken over the last one year having a minimum order value of INR 1 lakh each.

**Form 3D: Credentials of creative team identified to work with CIPAM**

[Location, Date]

Here provide the Credentials of creative and development team identified to work with CIPAM which should also include their duration of engagement with CIPAM and nature of tasks he/she will perform.

### Form 3E: Format for Power of Attorney for Authorized Representative

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Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorized Representative"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Agency for [name of assignment], to be developed by CIPAM (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

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

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For [name and registered address of organization] [Signature]  
[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of Witness]

Accepted

Signature] [Name]

[Designation] [Address]

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 seal affixed in accordance with the required procedure.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
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. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

## Form 3F: Format of Bank Guarantee for Earnest Money Deposit

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BG No.

Date:

1. In consideration of you, The Cell for IPR Promotion and Management (CIPAM) under the aegis of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, Udyog Bhawan, New Delhi — 110 011 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Agency for [name of assignment] pursuant to the RFQ – cum - RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as “RFQ – cum - RFP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ – cum - RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFQ – cum - RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (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 RFQ – cum - RFP Document.
2. 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 RFQ – cum - RFP Document shall be final, conclusive and binding on the Bank. 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 RFQ – cum - RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ – cum - RFP Document, 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.
3. 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 RFQ – cum - RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ – cum - RFP Document 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 Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 60 (sixty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
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 RFQ – cum - RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFQ – cum - RFP Document 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 RFQ – cum - RFP Document 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 authorized 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 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 the avoidance of doubt, the Bank's liability under this Guarantee shall be



restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or anypart thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number 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.

## Form 3G: Technical Proposal Submission Form

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[Location, Date]

To  
Raghav Arora  
CIPAM, DIPP  
Udyog Bhawan,  
New Delhi-110011

**RFQ – cum - RFP dated [date] for selection for [name of assignment]**

Sir,

With reference to your RFQ – cum - RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFQ – cum - RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ – cum - RFP.

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

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. We declare that:
  - a) We have examined and have no reservations to the RFQ – cum - RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with the terms of the RFQ – cum - RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ – cum - RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
  - d) 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 selection 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 Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ – cum - RFP.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Agency or in connection with the selection process itself in respect of the above mentioned Project.
12. We agree and understand that the proposal is subject to the provisions of the RFQ – cum - RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.

14. We agree and undertake to abide by all the terms and conditions of the RFQ – cum - RFP Document.

We remain, Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of

Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

### Form 3H: Profile and track record of the agency

[Location, Date]

Here provide profile and track record of the agency, including experience of the agency in the creative field, campaigns/brands handled, above/below the line activities undertaken

- Profile of the agency including number of years' experience
- Websites developed and handled

Using the format below, provide information on each assignment/job for which your agency, had legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out assignment/job similar to the ones requested under this assignment/job (exact assignment / job details may be submitted).

Agency's name: \_\_\_\_\_

Assignment Name:		Country:
Location within Country:		Key professional staff Provided by Your Firm / entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in INR):
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

*Note: Please provide documentary evidence i.e. copy of work order, Contract for each of above mentioned assignment. The experience shall not be considered for evaluation, if such requisite support documents are not provided with the Proposal*

## Form 3I: Detailed plan for website development

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[Location, Date]

Here provide the details of Website development

- A concept now on the website which would include your vision of the website as well as any suggestions and ideas you may have
- Up gradation and improvement plan for website

**Form 3J: Information regarding Conflicting Activities and Wrong Declaration thereof**

Are there any activities carried out by your Agency which are of conflicting nature. If yes, please furnish details of any such activities. If no, please certify as under:

We hereby declare that our Agency, our associate / group Agency are not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals / Contract shall be rejected / terminated by **CIPAM** without any compensation which decision shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

**Form 3K: Work Schedule**

**Implementation Schedule –Indicative** (*The work schedule proposed should be in consonance with Form TECH 4.*)

S. No.	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
..														
..														
..														
..														
..														
n														

<sup>1</sup>Indicate all main activities of the assignment, including delivery of creatives (e.g.: pictures, videos, training, etc.), and other benchmarks such as client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

<sup>2</sup>Duration of activities shall be indicated in the form of a bar chart.



**Form 3L: Comments and Suggestions on the understanding of the Terms of Reference**

**On the Terms of Reference**

Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal inter-alia indicating the charges/ amounts for proposed additions/ deletions.

However, **CIPAM** is not bound to accept any/all suggestions proposed and may reject any such suggestion.

## Section 4. Financial Proposal – Standard Forms

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Form 4A: Financial Proposal Submission

Form 4B: Summary of Costs

**Form 4A: Financial Proposal Submission Form**

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[Location]

[Date]

To  
Raghav Arora  
CIPAM, DIPP  
Udyog Bhawan,  
New Delhi-110011

[Location, Date]

To: CIPAM,

Dear Sir

We, the undersigned, offer to provide the Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposals (in one sealed envelope) is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all taxes. We hereby confirm that the financial proposals are unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposals.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of the Proposal, i.e. till \_\_\_\_\_.

Name and Address, Amount and Purpose of Commission and Gratuity to be paid to the Agents relating to the Proposal and Contract execution, if we are awarded the Contract are listed below  
We understand that you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

## Form 4B: Summary of Costs

### **BID PROPOSAL SHEETS**

Name of the work: **Error! Reference source not found.**

Quotes submitted towards providing complete solutions to **CIPAM**, a professional body under the aegis of Department of Industrial Policy and Promotion (DIPP), in accordance with the scope of work and terms & conditions mentioned under Scope of Services in clause 5.2, Section 5.

S. No.	Scope of Work	INR
<b>PART A. Website design and development</b>		
i.		
ii.		
iii.		
<b>Bid value for website design and development (inclusive of all taxes)</b>		
<b>PART B. Maintenance of website for 3 years</b>		
i.		
ii.		
<b>Bid value for website design and development (inclusive of all taxes)</b>		
<b>TOTAL BID VALUE (inclusive of all taxes) PART A + PART B</b>		

*(The amount should be inclusive of all Taxes and for the entire scope of services)*

**Note:**

- The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.
- For the purpose of evaluation for Selection of Bidder, the total cost inclusive of taxes of all the above will be considered.
- Bidder must submit their financial bid for the total scope of work.

Signature of the Authorized Signatory

Place:

Name:

Date:

Designation:

Name & Address of the Bidder:

## Section 5. Terms of Reference

### **Scope of work:**

Through this RFP, CIPAM proposes to engage an agency for developing its website. The scope of work will be as proposed.

- The Agency should be able to deliver aesthetically designed robust website which has an easy to navigate design and a highly user friendly interface in 4 months after acceptance.
- The Agency would provide end-to-end services for development and maintenance of the website.
- The Agency should be able to provide at least three creative design templates to CIPAM for the finalization. Agency will provide samples of the concept designs of homepage, landing page and templates of all inner web pages to the CIPAM for evaluation purpose.
- The Agency will be provided a VPN connection to configure the VM's in NIC cloud environment for the platform on which the proposed website is to be developed and hosted.
- Along with the core skills, the Agency will be required to design CIPAM website with:
  - responsive web-design and multi-channel rendering of contents and applications on smartphones, tablets, desktops
  - provision for separate logins for different set of users with different accessibility options
  - SEO-based strategy
  - Features/ provision for features such as automatic acknowledgements for forms submitted, personalization of the site
  - Search facility on all pages
  - Provision to download data in PDF/ Excel format.
  - Provision to link with other websites, microsities and CIPAM's Query Management Portal and integration with social media.
- The website will have a provision to generate dynamic module for stakeholders. This module would fetch relevant information involving details of ongoing activities of CIPAM (like awareness shows across the country) and a comprehensive database related to Intellectual Property in India.
- The Agency shall appoint a single dedicated point of contact who will be a subject matter/ domain expert for interaction with the technical team of CIPAM

- The Agency will also provide services including and not limited to:
  - Maintaining OS
  - Database management system
  - Network
  - Firewalls
  - Path management
  - Change management
  - Disaster and back-up management.
- The Agency will also create policy related to terms of usage, site policy and content management in consultation with CIPAM
- The Agency will ensure the security audit of the website on the staging server by CERT-IN empanelled agencies of the Government of India.
- The agency shall ensure that the website should be in compliance to the requirements of Guidelines for Indian Government Websites (GIGW) by STQC audit of the application.  
([http://darpg.nic.in/sites/default/files/Guidelines\\_for\\_Government\\_websites\\_0\\_0.pdf](http://darpg.nic.in/sites/default/files/Guidelines_for_Government_websites_0_0.pdf))
- The Agency will also provide CIPAM with monthly, quarterly and other reports as and when requested by CIPAM to check website traffic details including details of visitors, page viewed, increase in traffic, most searched, etc. The solution should be compliant with W3C standards on “Web design and application”. CIPAM reserves the right to compare the statistics with other industry standard measuring tools/reports to cross check.
- The Agency will also provide CIPAM with a module/ programme that tracks every change/ update made in the website by mapping the IP address, username, etc. of the personnel effecting the changes.
- The Agency will also ensure that the site is safe from all malafide activity/ hacking/ defacing attempts. The onus of installing the latest software to achieve this goal will be on the agency during the entire term of engagement.
- The website will be bilingual, in English and Hindi (with unicode compliance for multilingual support). Google language converter should be built in the website for any additional languages.
- The website should support rich media content such as videos, high resolution pictures, animations etc. for information, manuals, promotions, brochures etc.
- The Agency is expected to deploy easy to use Content Management System (CMS). CIPAM/ vendor approved by CIPAM will be updating, uploading and publishing content and will need access to CMS in order to update, upload and publish content.

- The Agency will have to work in close co-ordination with the agency developing content for the website of CIPAM.
- Agency to also provide training for CMS, user navigation and administrative personnel training to CIPAM employees/ content management vendor.
- The Agency has to ensure that the website is compatible on all browsers and smart phones.
- Website to have provision for data visualization and comparison tools.
- The Agency shall be responsible for making all necessary arrangements for testing (unit, functional, integration, load and user acceptance) including the preparation of test data, scripts where necessary and deployment of the same. The test data shall be comprehensive and address all scenarios identified in the test cases. The Agency shall create test reports from testing activities and submit to CIPAM on request.
- Security and integrity of the database and the website has to be maintained under all circumstances.
- Timeliness, uninterrupted service, volumes, quick response time and confidentiality are uncompromised requirements of the CIPAM website.
- There is no scope for error in placing information on the website at the scheduled time, neither before nor after, and keeping it confidential till then. CIPAM considers error in this to be a reputation risk for itself and, therefore, unacceptable.
- The Agency is required to take over the management of the existing web site on an 'as is' basis and continue to improve facilities and functionalities identified below within a specific timeline.
- Enhancement of the features of the website should be a continuous exercise.
- The features/modules developed in the website need to be maintained/enhanced.
- Manage and maintain Web Server, software and networking equipment used to host the website. This also includes service and database administration.
- Revamping the website could include use of XBRL/ RSS for disseminating information.
- The Agency shall be fully responsible for operations and maintenance of the CIPAM website, disaster recovery center, and any other component or facility being established by the Agency part of this project for a period of 3 years from the go-live date.
- Agency will be responsible for developing and printing the user and administrative manuals. Different logins to be created for different set of users namely- CIPAM employees can access full content; external users can access limited content based on their login

- CIPAM is open to any other suggestions which could be implemented.

**Note:** The website will be hosted at the National Data Center of the Government of India in cloud environment and no external servers for hosting are required. Your agency will, however, be responsible for the maintenance of the website and server.

### **Deliverables**

- Design templates
- Sitemap and wireframe designing
- Design and Development of website
- Source code of the application in the desired format and medium.
- Recommended implementation techniques, self-code purchased packages, or external development
- Suggested Hardware and its costing
- Network requirements
- System controls
- Training Plan
- User Acceptance and Testing-as indicated in the Scope of Work
- User and Administrative Manuals (Hard and Soft copy in a pendrive)
- Training of staff of CIPAM/ DIPP
- Operation and maintenance of the system for 3 years.



**Section 6. Standard Form of Work Order**

STANDARD FORM OF WORK ORDER  
FOR APPOINTMNET OF AGENCY

Between

[Name of client]

[Name of AGENCY]

[Date]

## I. **Form of Work Order**

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Work order to undertake [name of assignment]

The Cell for IPR Promotion and Management (CIPAM) under the aegis of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, Udyog Bhawan,, New Delhi-110001, India, hereinafter referred to as the “Client” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a) requested the Agency to provide certain services as defined in the General Conditions attached to this work order (hereinafter called the “Services”); and
- b) The Agency, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Client hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this work order:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Cost Estimate

Appendix C: Copy of Bank Guarantee for Performance Security [in the format given in Annexure A]

2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the work order; in particular:
  - a) The Agency shall carry out the Services in accordance with the provisions of the work order; and
  - b) Client will make payments to the Agency in accordance with the provisions of the work order.

### **3 Commencement, completion, modification and termination of work order**

- 3.1.1 Effectiveness of work order: This Work order shall come into effect on the date the work order is assented to by the Agency, or such other date as may be stated.
- 3.1.2 Commencement of Services: The Agency shall commence the Services from any date notified by the Client.
- 3.1.3 Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
- 3.1.4 Modification: Modification of the terms and conditions of this work order, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.
- 3.1.5 Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

3.1.5.1 No Breach of Work order: The failure of a party to fulfill any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.

3.1.5.2 Neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.

3.1.6 Extension of Time: Any period within which a Party shall, pursuant to this Work order, 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.

3.1.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

## **3.2 Termination**

3.2.1 By the client: The Client may terminate this Work order, written notice of termination to the Agency, to be given after the occurrence of any of the events specified in this clause:

- a) if the Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- b) within fifteen (15) days, if the Agency become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- d) within fifteen (15) days, if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within seven (7) days, if the Creative submits to the Client a false statement which has

a material effect on the rights, obligations or interests of the Client. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;

- f) within seven (7) days, if the Agency, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;
- g) if the Client, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days' decides to terminate this Work order.

3.2.2 Payment upon termination: Upon termination of this Work order, the Client will make the following payments to the Consultants:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Work order is terminated pursuant to Clause 3.3.1a), b), d), e) or f), the Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Work order. The Agency will be required to pay any such liquidated damages to Client within 30 days of termination date.

3.2.3 Disputes about Events of Termination: If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3.3 Obligations of the Agency**

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

#### **3.3.2 Conflict of interest**

3.3.2.1 Prohibition of Conflicting Activities: Neither the Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order; and
- b) after the termination of this Contact, such other activities as may be specified in the SC.

3.3.3 Confidentiality: The Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written consent of the Client.

3.3.4 Documents Prepared by the Agency to be the Property of the Client: All designs, reports, other documents and software submitted by the Agency pursuant to this work order shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such

documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.3.5 Liability of the Agency: Subject to additional provisions, if any, in this work order the Agency's liability under this Work order shall be as provided by the Applicable Law.

3.3.6 Professional Liability Insurance: Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Agency 's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Agency hereunder or (ii) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

### **3.4 Obligations of the client**

3.4.1 Assistance and Exemptions: the Client will use its best efforts to ensure that the Government will provide the Agency with work permits and such other documents as necessary to enable the Agency to perform the Services:

3.4.1.1 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;

### **3.5 Payments to the Agency**

3.5.1 **Advance payment will not be considered.**

3.5.2 The payment to the Agency would be made on quarterly basis against satisfactory execution of quarterly work plan as decided in beginning of year. The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of each quarter, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the quarter, supporting documents and bills as well as copies of the creative and publicity material designed / produced during the quarter, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every quarter.

3.5.3 The final payment, shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by 'CIPAM'.

3.5.4 The Service Tax/ VAT shall be paid as applicable.

3.5.5 For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

3.5.6 Currency: The price is payable in local currency i.e. Indian Rupees.

3.5.7 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.

### **3.6 Settlement of disputes**

3.6.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.

3.6.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Work order that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

### **3.7 Responsibility for accuracy of project documents**

#### **3.7.1 General**

3.7.1.1 The Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.

### **3.8 Liquidated damages**

3.8.1.1 If the selected Consultant fails to complete the Assignment, within the period specified under the work order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by 'CIPAM'.

## **4 Miscellaneous**

### **4.1 Assignment and Charges**

4.1.1 The Work order shall not be assigned by the Agency save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

4.1.2 The Client is entitled to assign any rights, interests and obligations under this Work order to third parties.

4.1.3 Indemnity: The Agency agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Work order (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Agency from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

4.1.4 Notices: Unless otherwise stated, notices to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

4.1.5 Severability: If for any reason whatever any provision of the Work order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or

enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

4.1.6 Professional Liability Insurance: Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Agency 's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Agency hereunder or (ii) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

#### 4.1.7 Performance security

4.1.7.1 The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work order, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Work order, in the form set out in this work order, in an amount equal 15 (fifteen) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Work order is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 15 (fifteen) percent of the total cost of Financial Proposal under this Assignment.

4.1.7.2 The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work order and the other Members.}

4.1.7.3 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Agency of its obligations under this Work order until such time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the Client will refund to the Agency the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Agency; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 60(Sixty) Days from the date of completion of the services.

5 The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- a) the Consultant becomes liable to pay penalty;

- b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.2.1 of the GCC;
- c) any material breach of the terms hereof; and/or
- d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order.



## **Annexure A: Form of Bank Guarantee for Performance Security**

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(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date: Dear

Sir,

In consideration of The Cell for IPR Promotion and Management (CIPAM) under the aegis of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Agency' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of Client's Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Agency, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Work order') and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Agency. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the Client and the Agency any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the client may have in relation to the Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Agency /the Bank or any absorption, merger or amalgamation of the Agency /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Agency] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.