

**DEPARTMENT OF INDUSTRIAL POLICY AND
PROMOTION**
Ministry of Commerce and Industry, Government of India

National Competitive Bidding (NCB)

**APPOINTMENT OF CREATIVE AGENCY
FOR
DEPARTMENT OF INDUSTRIAL POLICY AND
PROMOTION**

Request For Qualification
Cum
Request For Proposal

March, 2016

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

DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION

**REQUEST FOR QUALIFICATION (RfQ) CUM REQUEST FOR
PROPOSAL (RfP) FOR SELECTION OF CREATIVE AGENCY FOR
DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION**

NATIONAL COMPETITIVE BIDDING

Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, intends to undertake international Promotion and Media Campaign across all mediums (print, electronic, social media, collaterals) in India and across the world to brand India as an investment destination for Start-ups. The objective of the campaign is to generate awareness about the investment opportunities and prospects of the country, Start-up Action Plan and to promote India as a preferred investment destination for new entrepreneurs with innovative business ideas. Development of an interactive website is also planned to be undertaken. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RfQ – cum - RfP document uploaded 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 1st April, 2016, 5:00 PM.

The submissions must be addressed to:

**Director (BE-I),
Department of Industrial Policy and Promotion
Ministry of Commerce & Industry, Government of India
Udyog Bhawan
New Delhi-110001**

Disclaimer

1. This RfQ – cum - RfP document is neither an agreement nor an offer by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India (hereinafter referred to as DIPP) 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. DIPP 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 DIPP 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 DIPP 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. DIPP 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 DIPP or their employees, any Creative Agency or otherwise arising in any way from the selection process for the Assignment. DIPP 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. DIPP will not be responsible for any delay in receiving the proposals. The issue of this RfQ – cum - RfP does not imply that DIPP is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and DIPP 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. DIPP 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. DIPP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DIPP 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

New Delhi

Date: February 22, 2016

1. Introduction

Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India, intends to undertake international Promotion and Media Campaign across all mediums (print, electronic, social media, collaterals) in India and across the world to brand India as an investment destination for Start-ups. The objective of the campaign is to generate awareness about the investment opportunities and prospects of the country, Start-up Action Plan and to promote India as a preferred investment destination for new entrepreneurs with innovative business ideas. Development of an interactive website is also planned to be undertaken.

Through its overseas media campaign, DIPP intends to project and showcase India as a favoured investment destination, especially for the new entrepreneurs bringing about new products and services through innovation and designs.

DIPP intends to release its campaign, portraying the strengths of and opportunities in the Indian Start-up ecosystem and highlighting the changes brought by the implementation of Start-up Action Plan. DIPP will also undertake production of publicity and promotional material on a regular basis, including brochures, ready reckoners, USBs, flip books, leaflets, posters, etc., which will be circulated and distributed to prospective investors, industry and trade associations, other stakeholders in the industry, media, embassies and high commissions, etc., in India and overseas.

DIPP proposes to appoint a Creative Agency for designing and production of the required creative and publicity material and to provide a creative vision and strategy for taking forward the campaign to make India a favoured investment destination for Start-ups based on innovative business.

The detailed scope of services is provided in the Terms of Reference.

2. Objectives

The main objectives of the assignment are designing and production of the required creative and publicity material and to provide a creative vision and strategy for taking forward the campaign to make India a favoured investment destination.

3. A Creative Agency will be selected as per Quality cum Cost Based Selection (QCBS) The RFQ – cum - RFP includes the following documents:

SECTION 1: Letter of Invitation SECTION 2: Instructions to Applicants

SECTION 3: Pre – Qualification and Technical Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard format of Work Order

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

Yours sincerely,

Director (BE-I)
DIPP

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 Creative 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 creative agency. The creative 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 **Dispute Resolution:** 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 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 only through Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>). EMD shall be physically delivered to DIPP before the bid closure time. A copy of the EMD shall be uploaded on CPPP portal. 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 in the order of their merit. The Financial Proposals of technically qualified Applicant securing the minimum qualification marks will be opened.

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

2.1.11 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.

2.1.12 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.

2.2 Clarification and amendment of RFQ – cum - RFP documents

Applicants may seek clarification on this RFQ – cum - RFP document, within time specified in this RFQ – cum - RFP document. Any request for clarification must be sent by standard electronic means (PDF and word file) or hand delivered on electronic media (CD/ USB) to the Client’s office addressed to:

**Director (BE-I),
Department of Industrial Policy and Promotion
Ministry of Commerce & Industry, Government of India
Udyog Bhawan
New Delhi-110001
Email: eodb-dipp@nic.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 CPPP 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 in writing and 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 3D)**.

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 4,00,000/- (Rupees Four Lakhs Only) shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of Form 3D.
- 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. MSMEs claiming exemption through Single Point Registration Scheme should upload valid registration certificate along with order for the grant of such exemption and deliver the same in physical copy at DIPP before proposed due time.
- 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,
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
 - (iii) 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.

2.4 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.

The technical proposal should provide the documents as prescribed in clause 2.6.3 along with photocopy of PAN Card and latest income-tax return. No information related to financial proposal should be provided in the technical proposal.

- 2.4.3 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.
- 2.4.4 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 under resolution of the Board, in case of a Limited Company or a corporation; or

2.4.5 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.**

2.4.6 **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. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in **the Financial Proposal shall be without any condition attached or subject to any assumption**, and shall be final and binding. **In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.**
- (ii) The Financial Proposal shall take into account all 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.

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

2.4.8 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. The applicants are advised to familiarize themselves with the process in advance to avoid any inconvenience at a later stage. 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.

Authorized Representative's authorization should be confirmed by a resolution/power of attorney by the Board/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.

After the deadline for submission of proposals the EMD and 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.

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.

RFP Stage

Technical Proposal

- (i) the Technical Proposal is received in the form specified in this RFQ-cum-RFP;
- (ii) it is accompanied by the Earnest Money Deposit as specified in this RFQ-cum-RFP;
- (iii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iv) it does not contain any condition or qualification; and
- (v) 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 3E**] of such an Applicant will not be opened and evaluated further. In such cases, the RFP details containing the Technical Proposal, Financial Proposal and Earnest Money Deposit will not be opened after completion of evaluation of Pre-Qualification.

2.6.4 Minimum Qualification Criteria

All creative agencies having following qualifications are invited to participate in the RfP cum RfQ:

- 1) The creative agency must have the capacity to produce following creatives.
 - (a) Artworks for newspaper and magazine advertisements of various sizes.
 - (b) Artwork for the web-pages and portal design.
 - (c) Artworks for the web-banners of various sizes and other web-advertising properties.
 - (d) Animated videos of 10 seconds to five minutes.
 - (e) Videos of 30 seconds to five minutes.
- 2) The creative agency should have at least 5 employees/artists to deliver the content.

Preference shall be given to new start-ups (partnership firms, LLP and private limited companies not older than 5 years and turnover less than 25 crores) having above capacity.

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 criteria are:

S No.	Evaluation Criteria	Points	Document
A	Creative vision and strategy presented for DIPP’s creative campaign.	25	Form 3F

B	Creative output based on previous work undertaken and sample creative material submitted with the Technical Proposal Samples of creative/publicity material produced /designed by the agency for other clients/brands.	25	Form 3G
C	Sample video animation material submitted with the Technical Proposal (during presentation)	15	Form 3H
D	Website design development <ul style="list-style-type: none"> • Concept for website • Social media strategy (creative) • Detailed plan for website development (non-technical) 	15	Form 3I
E	Credentials of creative team identified to work with DIPP	10	Form 3J
F	Innovative ideas and suggestions presented	10	Form 3K
G	Extra marks for Start-ups		
	Total	100	

Start-ups as defined in the Minimum Qualification Criteria shall be given a weightage of 10% (i.e. their marks shall be enhanced by a 10% of marks scored by them.)

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

2.6.6 The proposal of the Agencies 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 proposal of the Agency declared 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 applicant shall bear all taxes, duties, fees, levies and other charges other than service tax 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)

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 (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 **Performance Security:** Performance Security equivalent to 10 (ten) 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 Creative 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 Creative 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 Creative 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.

2.11 **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 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 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- 2.11.3.1 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;
- 2.11.3.2 consult with any Applicant in order to receive clarification or further information;
- 2.11.3.3 retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
- 2.11.4 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.
- 2.11.5 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 Creative 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.
- 2.11.6 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 schedule given below:

Date of issue of RFQ – cum – RFP	11-03-2016
Last date for receiving queries/requests for clarifications	15-03-2016 @ 5:30 pm
Pre-Bid Meeting	16-03-2016
Client's response to queries/requests for clarifications	17-03-2016
Proposal Due Date	01-04-2016 @ 5:00pm
Opening of Pre-Qualification Proposals (after the bid submission time i.e. 3:00PM)	04-04-2016 @ 3:00 pm
Presentation by the Technically Qualified Applicants	Will be conveyed later

2.13 Data Sheet

Reference	Description
Section 1, Point 2	The main objectives of the assignment are designing and production of the required creative and publicity material and to provide a creative vision and strategy for taking forward the campaign to make India a favoured investment destination for Start-ups.
Section 1, Point 3	The method of selection is Combined Quality cum Cost Based Selection (QCBS).
2.1.1	The name of Client is: Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India”
2.1.13	The proposal of the applicant shall be valid for 60 (sixty) days from the Proposal Due Date.
2.2	Clarification must be requested on or before March 14, 2016 . Applicants shall share the MS Word and PDF file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is: Director (BE-I), DIPP Udyog Bhawan, New Delhi-110011 Email: eodb-dipp@nic.in
2.2.2	Date & Time of pre bid meeting – March 16, 2016 at 12.00 Noon, at the Official Address: Committee Room (Room No. 152), DIPP, Udyog Bhawan, New Delhi-110011
2.7.6	The last date of submission of Proposal is March 30, 2016 before 5:00 pm (IST). The proposal will be submitted on CPPP. The address for submission of EMD/Bank Guarantee is, Director (BE), DIPP Udyog Bhawan, New Delhi-110011
2.8.3	Applicants must submit: <ul style="list-style-type: none"> • EMD • Pre-Qualification Proposal • Technical proposal • Financial proposal Through Central Public Procurement Portal only. No physical bid will be accepted.
2.9.9	The applicant to state cost in Indian Rupees only.

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

Form 3A:	Pre – Qualification Proposal Submission Form
Form 3B	Self-certification of fulfilling minimum Qualification
Form 3C	Format for Power of Attorney for Authorized representative
Form 3D	Format of Bank Guarantee for Earnest Money Deposit
Form 3E	Technical Proposal Submission
Form 3F	Creative Vision and Strategy
Form 3G	Samples of Creative/Publicity material developed earlier
Form 3H	Sample for Video Animation for evaluation
Form 3I	Website development plan
Form 3J	Team Composition
Form 3K	Innovative Ideas and Suggestions for campaign
Form 3L	Start-up Documents

Form 3A: Pre-Qualification Proposal Submission Form

[Location, Date]

To
Director (BE),
DIPP
Udyog Bhawan,
New Delhi-110001

RFQ – cum - RFP dated [date] for selection of Creative 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 Creative 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 Creative 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 Creative 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 Creative 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 Creative 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 Minimum Eligibility

[Location, Date]

Here give a certificate that the Creative Agency has the following capabilities:

If at any time it is found out that the Creative Agency did not had the capabilities as enumerated above, DIPP may put the Creative Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit.

Form 3C: Format for Power of Attorney for Authorized Representative

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 Creative Agency for [name of assignment], to be developed by DIPP(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 3D: Format of Bank Guarantee for Earnest Money Deposit

BG No.

Date:

1. In consideration of you, 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 Creative 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.

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]).

3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

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. 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 any part 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 3E: Technical Proposal Submission Form

[Location, Date]

Director (BE-I),
DIPP,
Udyog Bhawan,
New Delhi-110001

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 Creative 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 Creative 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.

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.
6. 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 Creative Agency, without incurring any liability to the Applicants.
 7. 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.
 8. 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.
 9. 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.
 10. 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 Creative Agency or in connection with the selection process itself in respect of the above mentioned Project.
 11. 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.
 12. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.

13. 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 3F: Creative Vision and Strategy

[Location, Date]

Here provide Creative vision and strategy presented for DIPP's creative campaign

- Understanding of components of Start-up ecosystem.
- Understanding of Start-up Action Plan.
- Strategy used for conveying Governments' message.

Form 3G: Samples of Creative/Publicity material for Start-up

[Location, Date]

Here provide the samples of creative/publicity material produced/designed by the agency for other clients/brands.

Form 3H: Sample for Video Animation

[Location, Date]

Here provide Creative output based on previous work undertaken and sample TVC material

- Concept and story board for a TV commercial of 30 seconds

Form 3I: Website Development Plan

[Location, Date]

Here provide the website development plan with the following details:

- Case studies of websites developed
- Concept for website
- Social media strategy
- Detailed plan for website development and coordination with IT application agency

Form 3J: Team Composition

Servicing and Creative Team identified to Work with DIPP:

- (i) Name of Team Member
- (ii) Designation
- (iii) Work being handled
- (iv) Qualifications
- (v) Number of years of experience
 - (a) Total experience
 - (b) Experience in the Agency

Form 3K: Innovative ideas and suggestions for campaign

[Location, Date]

Here provide the details of the innovative ideas and suggestions for the campaign.

Form 3L: Start-up Documents

- Incorporation certificate for private limited company.
- Registration certificate for LLP/ Partnership firms.
- Certificate of turnover from CA/ Statutory Audition.

It is certified that the turnover of the Creative Agency has not exceeded Rs. 25 crore in any of the financial years upto 31st March, 2015.

Name

Firm

Membership Number

(Official Seal)

Section 4. Financial Proposal – Standard Forms

Form 4A: Financial Proposal Submission Form

4B: Summary of Costs

Form 4A: Financial Proposal Submission Form

[Location]

[Date]

To

Director (BE-I),
DIPP,
Udyog Bhawan,
New Delhi-110001

Dear Sir,

Subject: Services for [name of assignment].

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Qualification – cum - Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

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

Yours
sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form 4B: Summary of Costs

S. No.	Work	Year 1			Year 2		
		Qty	Rate	Amount	Qty	Rate	Amount
1.	<u>Print</u>						
	a. Full page	1			1		
	b. Half Page	1			1		
	c. Quarter Page	1			0		
	d. Custom size	2			3		
	Total for print creatives	5			5		
2.	<u>Audio-visual</u>						
	a. Videos for TV (45 seconds)	1			0		
	b. Videos for TV (30 seconds)	1			1		
	c. Adaptation of Videos for TV (15 seconds)	2			1		
	d. Radio Jingle (30 seconds)	1			1		
	e. Radio Jingle adaptation (15 seconds)	1			1		
	f. Documentary Video (30 minutes)	1			0		
	g. Documentary Video (20 minutes)	0			1		
	h. 60 second video animation on specific themes	3			2		
	i. 15 second adaptation of 60 second thematic videos	3			2		
	j. Animation video (45 seconds)	1			0		
	k. Animation videos (30 seconds)	0			1		
	l. Animation video adaptations (15 seconds)	1			1		
	Total for audio-visuals	15			11		
3	<u>Web-banners</u>						
	a. Full banner 468x60	1			0		
	b. Pop-up 500x350	1			0		
	c. Pop-up 550x480	0			1		
	d. Leaderboard 728x90	2			0		
	e. Square 336x280	1			1		
	f. Skyscraper 160x600	1			1		
	g. Half banner 234x60	0			2		
	h. Button 120x90	1			1		
	Total for web-banners	7			6		
4.	<u>Outdoor campaign: banners, hoardings, signages</u>	3			2		

5.	<u>Other creatives</u>					
	a. Master brochure	1			0	
	b. Flipbook	1			1	
	c. Adaptation of master brochure in web banners	10			10	
	d. Design for webportal					
	e. Social media community management					
	Total for other creatives					
6.	Grand Total for the years					
7.		Grand Total for both years				
		Service tax				
		Swachchh Bharat Cess				
		Total Amount				

Service tax would be payable at the applicable rates as may be in force from time to time.

For Financial Evaluation, the total fee for the years will be considered. This Fixed Annual Fee will cover costs/expenses of the Creative Agency for undertaking work as detailed in the Scope of Work.

Break-up of costs for each of the items of work listed in the Scope of Work are to be submitted on a separate sheet of paper. This break-up of individual costs will **not** be considered for financial evaluation.

Section 5. Terms of Reference

The **scope of work** of the Agency, during the period of the assignment will include:

1. Providing a creative vision for year 2016-18 (upto March 2018) for “Start-up India” initiative, which will align with the overall creative strategy for ‘Make In India’ initiative.
2. Designing and production of creatives for the print, television, online, outdoor and other media during the year 2015-16 as detailed below, on themes/ subjects to be decided in consultation with ‘DIPP’. The Print creatives would, at times, be required to be provided at very short notice. The number of creatives required is only indicative and may increase or decrease according to actual requirements.

➤ **Print Advertisement:**

Full page – Newspaper	(2)
Half page – Newspaper	(2)
Quarter page – Newspaper	(1)
Custom size – Newspaper, Posters and leaflets	(5)

➤ **Audio-visual campaign:**

Videos for TV (45 seconds)	(1)
Videos for TV (30 seconds)	(2)
Adaptation of Videos for TV (15 seconds)	(3)
Radio jingle (30 seconds)	(2)
Radio jingle adaptation (15 seconds)	(2)
Documentary videos (30 minutes)	(1)
Documentary videos (20 minutes)	(1)
60 seconds video animations on specific theme	(5)
15 seconds adaptation for these videos	
Animation videos (45 seconds)	(1)
Animation videos (30 seconds)	(1)
Animation videos adaptation (15 seconds)	(2)

➤ **Digital Campaign:**

1) Web Banners – Sizes

Full banner (468*60)	(1)
Pop-up (500*350)	(1)
Pop-up (550*480)	(1)
Leaderboard (728*90)	(2)
Square (336*280)	(2)
Skyscraper (160*600)	(2)
Half Banner (234*60)	(2)
Button (120*90)	(2)

➤ **Outdoor advertisement:**

Banners/ hoardings/ 3D Sign Boards/ Glow Sign boards/ Signage boards (5)

Other creatives:

- A master brochure for 'Start-up India' initiative. (1)
- Flipbooks and ready web banners. (2)
- Adaptation of master brochure into web banners. (20)
- Website design and development for the initiative.
- Social media community management for the initiative (on monthly retainer).

Terms of Payment to the Selected Agency

Advance payment will **not** be considered.

The Agency will submit pre-receipted invoices in triplicate, complete in all respects, **on the last working day of every month**, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month, supporting documents and bills as well as copies of the creative and publicity material designed / produced during the month, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month.

The final payment, each year, 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 'DIPP'.

The Service Tax/ VAT component shall be paid as applicable and as per actuals.

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.

Section 6. Standard Form of Work Order

STANDARD FORM OF WORK
ORDER FOR APPOINTMENT OF
CREATIVE AGENCY

Between

[Name of client]

[Name of CREATIVE AGENCY]

[Date]

I. Form of Work Order

Work order to undertake [name of assignment]

The 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 Creative Agency to provide certain services as defined in the General Conditions attached to this work order (hereinafter called the “Services”); and
- b) The Creative 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 Creative Agency shall be as set forth in the work order; in particular:
 - a) The Creative Agency shall carry out the Services in accordance with the provisions of the work order; and
 - b) Client will make payments to the Creative 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 Creative Agency, or such other date as may be stated.
- 3.1.2 Commencement of Services: The Creative 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 Creative 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 Creative Agency, to be given after the occurrence of any of the events specified in this clause:

- a) if the Creative 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 Creative Agency become insolvent or bankrupt;

- c) if, as the result of Force Majeure, the Creative 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 Creative 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 Agency submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Creative 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 Creative 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 3.2.1a), b), d), e) or f), the Creative 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 merit 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 Creative 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 Creative Agency

3.3.1 General: The Creative 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 Creative 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 Creative 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 Creative 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 Creative Agency to be the Property of the Client: All designs, reports, other documents and software submitted by the Creative Agency pursuant to this work order shall become and remain the property of the Client, and the Creative 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 Creative Agency may retain a copy of such documents and software. The future use of these documents and software, if any, shall be with specific consent of the Client.

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

3.3.6 Professional Liability Insurance: Creative Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Creative 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 Creative Agency hereunder or (ii) the proceeds, the Creative Agency may be entitled to receive from any insurance maintained by the Creative 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 Creative Agency with work permits and such other documents as necessary to enable the Creative 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 Creative Agency

3.5.1 Advance payment will not be considered.

3.5.2 The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every month, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month, supporting documents and bills as well as copies of the creative and publicity material designed / produced during the month, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month.

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 'DIPP'.

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 **Dispute Resolution:** 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 Secretary, DIPP, whose decision shall be final..

3.7 Responsibility for accuracy of project documents

3.7.1 General

3.7.1.1 The Creative 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 'DIPP'.

4 Miscellaneous

4.1 Assignment and Charges

4.1.1 The Work order shall not be assigned by the Creative 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:

4.1.3.1 The Creative 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 IT Application Development Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the IT Application Development 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 IT Application Development Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the IT Application Development 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.

4.1.3.2 The IT Application Development Agency shall at all times indemnify and keep indemnified DIPP against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

4.1.3.3 The IT Application Development Agency shall at all times indemnify and keep indemnified DIPP against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (IT Application Development Agency's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the IT Application Development Agency.

4.1.3.4 The IT Application Development Agency shall at all times indemnify and keep indemnified DIPP against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the IT Application Development Agency, in respect of wages, salaries, remuneration, compensation or the like.

4.1.3.5 All claims regarding indemnity shall survive the termination or expiry of the Work Order.

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. 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:** Creative Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Creative 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 Creative Agency hereunder or (ii) the proceeds, the Creative Agency may

be entitled to receive from any insurance maintained by the Creative 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 Creative 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 Creative 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 Creative 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 draw downs 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 this Work Order;
 - 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

(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 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 Creative Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Creative 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 Creative 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 Creative 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 Creative 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 Creative Agency. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Creative 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 Creative 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 Creative 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 Creative Agency and notwithstanding any security or other guarantee that the client may have in relation to the Creative 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 Creative Agency /the Bank or any absorption, merger or amalgamation of the Creative 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 Creative Agency] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNES

1. [signature, name and address]
2. [signature, name and address]

[Official Address]
[With BankStamp]

Designation

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

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.