

**Reference Number:**

**Request for Proposal**

**For**

**Selection of Media Strategy & Management, Public Relation Activities, Design & Development of Promotional Material and Social Media Campaign for assisting Directorate of Industries in organizing Uttarakhand Global Investment Summit 2023 in the State of Uttarakhand**



06 June, 2023

**Directorate of Industries (DOI)  
Government of Uttarakhand  
Patel Nagar, Dehradun  
Uttarakhand, India  
Pin Code: 248001**



**NOTICE**  
**INVITING TENDER FOR**

**Request for Selection of Media Strategy & Management, Public Relation Activities, Design & Development of Promotional Material and Social Media Campaign for assisting Directorate of Industries in organizing Uttarakhand Global Investment Summit 2023 in the State of Uttarakhand**

The Directorate of Industries (DoI), Government of Uttarakhand invites technical and financial proposals from reputed Design & Media firms/Agencies in the Request for Proposal (Advertisement reference no 899 dated 5/06/2023 floated by Directorate of Industries for supporting the State of Uttarakhand for the Global Investor Summit proposed to be held in December 2023.

This RFP document is being prepared to provide details about scope of work, expectations from the agency, bidding procedure and can be downloaded from the website [www.uktenders.gov.in](http://www.uktenders.gov.in) and [www.doiuk.org](http://www.doiuk.org). Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The tender document cost of Rs. 5,000/- (inclusive GST) is to be submitted vide crossed demand draft on any Nationalized bank/Scheduled Bank in favour of “**Director, Industries, Uttarakhand**” payable at Dehradun.

The proposal needs to be submitted through online mode only on [www.uktenders.gov.in](http://www.uktenders.gov.in) .

All other communication can be made through e-mail at [info@doiuk.org](mailto:info@doiuk.org)

Issued by

**The Director**

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



## **Disclaimer**

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

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

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

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

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

## **Creative Agency for Media Strategy & Management, Public Relation Activities, Design & Development of Promotional Material and Social Media Campaign for “Uttarakhand Global Investment Summit 2023”**

### **1. Introduction**

Uttarakhand Global Investor Summit 2023 is being organized in Dehradun during the month of December 2023, with an objective to garner investment opportunities across the different sectors of businesses within the state of Uttarakhand. This will be a pioneering and a landmark event to catapult the state amongst investors keen to partner and establish long term business ventures to bring about development of the people as well as benefit industries in getting effective returns.



Directorate of Industries makes various efforts for promoting investments in industrial sector in the State of Uttarakhand and attracts various investors. In its efforts to promote investment and the State as destination. ideal investment

As part of reaching out to the wider participants, the State Government intends to create awareness amongst Summit stakeholders across the globe, about Uttarakhand and the Summit as an ideal platform for exploring new ideas, technologies and opportunities in emerging sectors and emerging geographies through creative documents/collaterals.

Directorate of Industries as a nodal organization for the Summit intends to appoint an Agency having experience in providing the integrated communications, creative designing, branding, digital and media services by designing all relevant communication, design, digital and event related creatives for Uttarakhand Global Investor Summit 2023.

## 2. Objective

The aim of this RFP is to call/ request for proposals to engage a reputed media and design agency for the scope of work mentioned in this RFP for selection of Creative Agency for Media Strategy & Management, Public Relation Activities, Design & Development of Promotional Material and Social Media Campaign for **“Uttarakhand Global Investment Summit 2023”**. The RFP document provides the Scope of Work, terms and conditions including evaluation criteria, suggested response formats etc.

The agency shall support the Government of Uttarakhand in organizing **“Uttarakhand Global Investment Summit 2023”**

## 3. Fact Sheet

Timelines and important information is mentioned as under:

Availability of RFP document on the official website <a href="http://www.uktenders.gov.in/">www.uktenders.gov.in/</a> <a href="http://www.doiuk.org">www.doiuk.org</a> .	06.06.2023 from 2:00 pm Onwards
Submission of queries	09.06.2023 upto 11:00 am
Pre-bid Meeting	09.06.2023 at 1:00 pm
Last date and time for submission of proposal online at <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a>	16.06.2023 upto 11:00 am
Date & time for Opening of proposal	16.06.2023 at 11:30 am
Date & time for technical presentation for eligible firms	17. 06.2023 at 11:00 am
Date and time of financial bid Opening	Will be intimated later



\* Venue for Pre-bid meeting/ Technical presentation will be at **Directorate of Industries, Industrial Area Patel Nagar, Dehradun.**

For Pre-bid Meeting -

All the queries must be submitted latest by 11am on 09/06/2023 through email at [info@doiuk.org](mailto:info@doiuk.org).

Interested firms may also join through online mode if they are not able to attend the Pre bid meeting physically. The link for the same may be requested through email at [info@doiuk.org](mailto:info@doiuk.org) latest by 09/06/2023 12:30 pm.

For Technical Presentation-

The eligible firms as per the pre-qualification criteria shall be intimated through e-mail. The list will also be made available on the website [www.doiuk.org](http://www.doiuk.org) by the evening of 16/06/2023. Technical Presentation will be made by the eligible firms on 17/06/2023 from 11:00 am onwards. The presentations shall be taken preferably at the Directorate of Industries. In case the firms are not able to attend physically, they may present online, for which the weblink will be shared on request. The request can be made through e-mail at [info@doiuk.org](mailto:info@doiuk.org) latest by 10:30 am on 17/06/2023.

For any queries please contact:

Name	Rajendra Kumar Dy. Director, Directorate of Industries Uttarakhand, Dehradun
Email	<a href="mailto:info@doiuk.org">info@doiuk.org</a>
Phone Number	+91 135 2728227

#### **4. Instructions**

##### **4.1. Instruction to Applicants /Bidders**

###### *Bid Submission*

Proposal should be submitted through online mode only at [www.uktenders.gov.in](http://www.uktenders.gov.in).

EMD and Tender fee must be submitted in original in a sealed envelope physically at Directorate of Industries, Industrial area, Patel Nagar, Dehradun on or before the date of Technical presentation. The scanned copies of the same should be uploaded online along with the proposal.



## **General Instructions**

- i. The selection shall be on the Quality Cum Cost Basis Selection (QCBS) based on the final weighted score.
- ii. The creative agency shall provide a qualified servicing and creative team for undertaking the work. The team would work closely with the department and should be available onsite in Dehradun as required.
- iii. The Agency shall propose team consisting of staff / experts to take care of all aspects of the assignment.
- iv. All contents of the Proposal should be clearly numbered, indexed and arranged in a sequence and shall be bound firmly.
- v. The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the official of Agency themselves. The person who signs the proposal must put initial against such corrections.
- vi. The proposals shall be signed and submitted by the Authorized Signatory of the Agency. In the Technical Proposal there shall be a letter of authorization/written power of attorney
- vii. Validity of the proposal shall be 180 days from the last date of submission of the proposal.
- viii. Clarifications may be sought only in pre-bid and no queries shall be entertained thereafter.
- ix. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.

### **4.2. Earnest Money Deposit**

- i. An Earnest Money Deposit of Three Lakhs in the form of DD/FDR/Bank Guarantee in favor of Director, Industries, Directorate of Industries, Industrial Area, Patel Nagar, Dehradun, Uttarakhand, payable at Dehradun.
- ii. The EMD is required to protect the purchaser the risk of bidders conduct which will warrant the security for future.
- iii. Proposals received without the Earnest Money Deposit will be summarily rejected.
- iv. The unsuccessful bidder's EMD will be discharged/returned after the award of contract to the successful bidder. No interest will be paid by the department on EMD.
- v. The successful bidders EMD will be discharged upon the bidder executing the contract and furnishing the performance Bank guarantee. No interest will paid by purchaser.



- vi. The EMD must be submitted must be valid for 90 days of any commercial/scheduled bank/nationalized bank.
- vii. The EMD may be forfeited-
  - a. If a bidder withdraws its bid during the period of bid validity specified by the bidder in the bid.
  - b. In case of a successful bidder fails
    - a. To sign the contract in accordance with RFP pre-requisite.
    - b. To furnish bank guarantee to contact performance as mentioned in this RFP.

#### **4.3 Performance Bank Guarantee/FDR**

Bank Guarantee/FDR of 5% of the contract value towards Performance Security shall be submitted to the department within 07 days from the date of LoA in favour of Director, Industries, Directorate of Industries, Industrial Area, Patel Nagar, Dehradun, Uttarakhand, payable at Dehradun. The validity of Performance Guarantee shall be minimum of 7 months. Upon expiry of the agreed engagement period the bank guarantee will be handed over within 30 days.

#### **5. Prequalification criteria**

1. The bidder should provide an integrated marketing communication solution under one roof and should have been in the business of providing Creative development and designing services in India for at least 5 years as on 31.03.2023.
2. The firm should have had average annual turnover of at least Rs. 5 crore in the last 3 financial years (2019-20, 2020-21 and 2021-22).
3. The bidder should have the experience of at least 3 major National/International events for various media activities including Print, Electronic, Online, Outdoor, design, media planning, etc., for any State/Central Government/PSUs in the last 5 years as on 31.03.2023.
4. Consortiums/tie-ups/JV are not allowed to fulfil the above qualification criteria.
5. Agency should not have been blacklisted from any of the State/Central Government/PSUs.
6. Supporting documents to be submitted are:
  - Certificate of registration
  - Certificate from CA stating turnover in last 3 years
  - Work order copy of the work mentioned in point 3 above
  - Self Certification regarding point 5.



## 6. Team Composition

The team for the engagement should comprise of both on-site and offsite team members. The on-site team should consist of two team members (Including Team Leader) who should be stationed full time at the Directorate of Industries, Government of Uttarakhand office in Dehradun or at a place provided by the department for setting up of office. The on-site team should be supported by the other team members for the timely completion of the activities and deliverables finalized in consultation with the Directorate of Industries.

Following should be the composition of the core team:

S. No.	Particular	No. of Personnel	Criteria
1	Team Leader	1	<p>Post Graduate / Graduate in Mass Communication/ Mass Media/ Media/ Advertising/ Branding/ Public Relations/ Journalism/ Design/ Animation/ Graphics with at least 7years' experience</p> <ul style="list-style-type: none"><li>• Experience in developing and executing media strategy, brand promotion, branding &amp; marketing of event and organizing public relation activities, conceptualization, design and development of creative knowledge products</li><li>• Experience in leading teams for Media, PR &amp; Design projects</li></ul>
2	Media Expert	1	<p>Post Graduate / Graduate in Mass Communication/ Mass Media/ Media/ Advertising/ Branding/ Public Relations/ Journalism with at least 5 years' experience</p> <ul style="list-style-type: none"><li>• Experience in developing and executing Media Strategy, Brand Promotion, Branding &amp; Marketing of event and organizing Public Relation Activities</li></ul>



3	Design Expert	2	<ul style="list-style-type: none"> <li>• Graduate / Post Graduate in Design/ Animation/ Graphics with at least 5 years' experience</li> <li>• Experience in conceptualization, design and development of creative knowledge products.</li> <li>• Experience in preparation of press releases, news articles, messages, write-ups, articles, features in Hindi &amp; English</li> <li>• Experience in development of Social Media Content</li> </ul>
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**In addition to the above team members, the agency will provide translator for converting English Content to Hindi and vice versa. The translator will need to provide typed content in Hindi. It is important that the translation reflects the meaning of the original content.**

The Agency shall place the project team at Directorate of Industries as per requirement of Department and tasks beforehand. If at any point in time, the Department feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 1 week. The Agency is not expected to change the team from what is proposed as a part of the response to this RFP. However, if a resource needs to be changed due to unforeseen circumstances, the Agency need to give it in written to the Client and only upon agreement, the replacement may be carried out. Media, PR & Design Agency is responsible to ensure deployment for each resource at the Directorate of Industries, Dehradun, Uttarakhand as per the provisions of this RFP.

## **7. Scope of work**

The Scope of Work for the engagement will consist of managing the Media, Public Relations (PR) & Design activities for the events, conferences, seminars, road shows, business development meets, G2B meetings, and Uttarakhand Global Investment Summit 2023 and any other summit related activities.

### **Module 1: Media Strategy & Management**

1. Conceptualize and develop Media and Promotional Strategy.
2. Develop a communication plan that conceptualizes and develops positive storyboards on Uttarakhand and showcase them nationally & internationally.
3. Plan & Strategize Media Campaigns across Digital, Electronic & Print media. The media



campaign plan with deliberations on TRP rating, newspaper circulation / readership etc. so that the plan can be effectively executed.

4. Plan & Strategize on outdoor campaigns. The outdoor campaign plan with deliberations on identification of places to put the hoardings & Standees so that hoarding / banners / standees etc. might be placed to achieve maximum publicity.
5. Media Planning in coordination with the departments concerned to ensure high visibility in print, outdoor and electronic media.
6. Maximize publicity for the event in regional, national and international Media
7. Provide Strategy for the Uttarakhand Global Investment Summit 2023 campaign, including, but not limited to:
  - a. Step wise detailed plan for the Uttarakhand Global Investment Summit 2023
  - b. The entire budgeting for the plan (with details and justification)
  - c. Media spread for the Plan (variable media mix)
  - d. Frequency of releases in variable media vehicles depending upon the stage of Uttarakhand Global Investment Summit 2023 campaign
  - e. Execution of the finalized media plan (plan to be finalized in consultation with the Department and National Partner & Knowledge Partner to the Department)
  - f. Ensure adequate media coverage of the state and the event in the regional, national and international media
8. The strategy and plan will be submitted within 5 days of the award.

## **Module 2: Conceptualization and creative development**

1. Conceptualizing and Designing of Publicity material for Invest Uttarakhand 2023 Global Summit.
2. Designing of creative for across media and facilitating the designing of creative for event collaterals across geographies. To include regional language adaptations.
3. Conceptualizing, designing and supervising preparation of promotional literature/material in print, electronic form and collaterals. The Print creatives would, at times, be required to be provided at very short notice (Within few Hours)
4. Creation of collaterals, advertisements for print media (for newspaper, magazine etc.) and facilitating preparation of advertisement for electronic and interactive media including web banners, digital backdrops, etc. To include regional language adaptations.
5. Designing publicity material for outdoor formats such as hoardings, gantry, kiosks, bus & bus stand panels, animation displays etc. To include regional language adaptations.
6. Designing of marketing material as policy brochures, booklets, leaflets shelf or projects and others



7. Designing of invitation cards, MoU certificates, badges, gift branding, notepads, letter heads, envelopes, route movement/parking plans, foreign delegate profiles booklets, branding Kiosks, standees and gift stickers.
8. Designing communication assets and audio visuals for various roadshows across various geographies (India & Global)
9. Designing creatives for event website
10. Arranging for new photographs, information, analysis, surveys, etc. from the market for the creative/brochures/advertisements etc. as and when required, is within the scope of the agency. No separate payment will be made for it. However, Directorate of Industries would facilitate to the extent possible in this activity.
11. Coordination with the Directorate of Industries for printing of publicity material to ensure quality of production.
12. Coordination and supervision for production of audio visuals and static material to ensure quality of production. Preparation of collaterals and advertisements (especially print) in Hindi, English & any other regional & global languages if any.
13. Provide specifications of all the creatives and guide us with the quality of paper to be used for printing.
14. This is just indicative scope, and the actual quantum of work may exceed what is mentioned above.

### **Module 3: Public Relation Activities for the Meet**

1. Organizing interviews of dignitaries / senior government officials / investors with leading business publications and news channels in consultation with the knowledge partner
2. Managing media relations and networks and improving their interaction with the state about the event
3. Coordinating features and advertorials in leading national and business publications
4. Organize press conferences, preparation of press releases, press reports, press kit and co-ordination with print and electronic media
5. Facilitate national media partnerships/ alliances and manage crisis situations around the event.

### **Module 4: Design & Development of Promotional Material**

1. Logo that includes diversities of Uttarakhand and possibilities of investment / mascot for the event
  - a. Minimum 5 different themes to be provided for logo selection
  - b. Minimum 5 options to be provided for each theme.
  - c. For each theme (rationale to be provided)



- d. Manage launch of Logo
2. Propose colour theme for the event
3. Teaser films/ Event Promotional Videos of **2 minutes duration**.
4. One State Pitch Video of 4-5 minutes duration.
5. Sectoral Films on all focus sector (8-10 Nos) (Video length 2 to 4 minutes)
6. Design & development of TV advertisements (focusing on sector / sessions of 10 Sec / 30 Sec duration).
7. Design & development of newspaper advertisements in regional, national and international Media Design & development of Quarter Page Newspaper Advertisements for each roadshow (Total 9 Roadshows and 3 meets) in Regional and National Media
8. Design & development of Newspaper Advertisements for the Main event (Global Investment Summit 2023) in Regional, National and International Media
9. Design & development of outdoor advertisements such as hoarding / Banners & Standees
10. Background designs for the stage
11. Preparation of video clip summarizing the event (Video Length 10 to 15 Mins)
12. Feeds for online media
13. Detailed timeline will be fixed for all the activities under various module.

#### **Module 5: Social Media Campaign**

Social Media Campaign should include:

1. Develop a Facebook page for summit to ensure regular updates - Facebook marketing
2. Develop an Instagram page for summit to ensure regular updates - Instagram management
3. Develop a LinkedIn page for summit to ensure regular updates - LinkedIn management
4. Develop a Twitter page for Summit to ensure regular updates. Make connect with maximum business leaders, corporate employees, ensure live feed on twitter for all mini conclaves, roadshows and investor meet etc.
5. YouTube marketing

#### **Management of Social Media includes the following details:**

1. Pull strategy – Engage by sharing useful information, discussions and giving readers
  - a. a window-view of your company.
2. Push Strategy- Exclusive content are just a few ways to incentivize your social media
  - b. marketing efforts.
3. Organic Social Media promotions of page and events.
4. Timely updation
5. Ads management
6. Comments Tracking and Responding



7. Creating event campaign
8. Boosting the fan count
9. Promotion of the page
10. Make page user friendly- Easy to find and easy to operate
11. Provide creative and conceptual posts and gifs to make communication better
12. Analytics monitoring / Performance review

Social Media campaign across various platforms as mentioned above shall be run by the successful bidder. In case, paid campaigns are required, the payment for the same shall be made separately by the department at actual cost.

**To reach more and more of the target audience, the following activities should be undertaken:**

- Complete management- It should include the planning and organizing of the respective accounts in Facebook, Instagram, LinkedIn, Twitter and YouTube
- Daily Posts-The Daily posts can focus on brand Uttarakhand's image building and convey the messages of brand and keep the TG engaged with context of audience awareness
- Engaging program- Regular content strategy discussions
- Updation- Updating upcoming offers and information for the visitors
- Some innovative and interactive ideas for engagement of audience to the page
- Promoting the pages according to the target audience and region of target
- Boost posting of the creative to increase traffic on the page
- Weekly profile optimisation
- Integration of WhatsApp with Facebook
- Sponsored ads
- Advertisements – Shall not be released by successful bidder

## **8. Evaluation of Proposals**

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



## 9. Technical Evaluation Criteria

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

S.No.	Evaluation Criteria	Max Points	Supporting Documents
1	<b>Project Experience</b>	<b>20</b>	
	Experience organizing Promotion events for a State/ Central Govt./PSUs with campaign covering PR Activities, Designing / Production of Creatives /Commercials for various media including Print, TV, Radio, Outdoor, etc., in the last 5 years as on 31 March, 2023 . (4 point for each engagement; only engagements with order value above Rs 50 Lakh shall be considered)	20	1. Letter of Award from the Client showing the time-period and contract value And 2. Performance/Completion Certificate.
2	<b>Team Composition</b>	<b>45</b>	
	Team Leader (1)	15	Enclose CV as per format defined in the RFP with consent from the Proposed Personnel
	Media Expert (1)	10	Enclose CV as per format defined in the RFP with consent from the Proposed Personnel
	Design Expert (1)	10	Enclose CV as per format defined in the RFP with consent from the Proposed Personnel
	Design Expert (1)	10	Enclose CV as per format defined in the RFP with consent from the Proposed Personnel
3	Technical Presentation on Uttarakhand Global Investment Summit 2023 Approach & Methodology including : 1. Media & Marketing Mix 2. 30 secs sample Promotional Video / TV Commercial 3. Experience diversity in Promotion Events	35	The Technical Presentation Shall take Place before the Tender Evaluation Committee.
	<b>Total</b>	<b>100</b>	

**\*For Qualifying the technical bid criteria, the bidder should score minimum 70 marks out of 100.**



- Detailed Resumes of the Team members to be deployed on this project must be included along with the Technical Proposal as per the format in Appendix II.
- The Award shall be based on Quality cum Cost based Selection(QCBS)

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

- i. The combined final score shall be considered for award of the assignment. The assignment shall be awarded to the Agency scoring the highest final weighted score.
- ii. The weightage for the technical proposal and financial proposal in the combined final score will be 80% and 20% respectively.
- iii. The marking scheme for technical proposal will be as per details given in this RFP. Technical score (St) shall be out of 100.
- iv. The Financial Proposal shall be evaluated using the following methodology:
  - i. 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.
- v. Proposals will finally be ranked in accordance with their combined of technical (St) and financial (Sf) scores:  

$$S = St \times Tw + Sf \times Fw$$
 Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 80% and 20% respectively.

#### **11. Selection**

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

#### **12. Financial Proposal**

The Bidder shall submit the financial proposal online in the prescribed BoQ.

##### **Bid Prices:**

1. The Bidder shall indicate in the Proforma prescribed, total cost under the contract. Prices should be shown in each item as detailed in Tender document.
2. In absence of above information as requested in, the bid may be considered incomplete and the summarily rejected.
3. Priced quoted in bid must be firm and final and shall not be subject to any upward modification on any account whatsoever. The bid prices shall be indicated in Indian Rupees (INR) only.
4. The Bidder shall prepare the bid based on details provided in the tender document. It must be clearly understood that the scope of Work and BoQ is intended to give bidder an idea about order and magnitude of the work and is not in any way exhaustive and guaranteed by the purchaser. The Bidder shall carry out all the tasks in accordance with the requirement of the tender document and it



shall be the responsibility of the bidder to fully meet of the requirement of the tender documents.

**5. Revelation of Prices-**

Prices in any form or by any reason, before opening the commercial bid, should not be revealed, finding which the offer shall be liable to the rejected.

**13. Payment Schedule**

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

Sl.no	Description	Payment as % of total contract Value
1	Per Month Payment (6 Months)	10.00 % each month (Total 60 %)
2	After Successful completion of engagement and Submission of project report	40.00 %

The contract price as specified in the contract agreement shall be paid/ released on the satisfactory acceptance of the deliverables as per Scope of Work

1. Payment shall be made subject to recoveries as per term and Condition of contract in the following manner:
  - a. Payment to service provider will be made on Monthly basis (Calendar month) by the service consumer after the deduction of applicable taxes and recoveries if any as the quoted rates as per contract.
  - b. The Service provider shall be entitled for payment on the basis of Monthly Invoice amount.
  - c. The payment shall be released subject to certification by the service consumer that services have been rendered satisfactorily as per the terms and condition laid down in the RFP.
  - d. Final 40 percent roll over amount of the last monthly invoice bill retained will be released after acceptance to satisfactory quality certification by the service consumer within 45 days of the date of receipt of the final invoice and after the submission of all relevant document/reports. (Here final means at the end of the Contract)

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

- a. The travel expense (boarding and lodging) outside Dehradun for domestic and international road shows would be additional and will be paid extra based on the actual rate of economy class air-fare in case they are required to travel from Dehradun to anywhere in India and abroad. Other allowances will be payable at the rates admissible to class-1 officers of the State Government.
- b. For local travel during official visit within Dehradun, Consultants will make their own arrangements.
- c. Team members should have their own laptops and other peripherals including mobile phone.

**14. Terms and Conditions: Applicable Post Award of Contract**



## **Termination Clause**

Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):

- I. If the selected Bidder fails to deliver any or all quantities of the Service within the time- period specified in the Contract, or any extension thereof granted by Department; or
- II. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
- III. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- IV. If the selected Bidder commits breach of any condition of the Contract
- V. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

## **Termination for Default**

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



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

#### **Termination for Convenience**

- a. Department, by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, Department will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.
- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

#### **Termination by Department**

- a. The selected Bidder may, by not less than 60 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
  - ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
  - iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
  - iv. The selected Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the selected Bidder knows to be false;



- b. Any document, information, data or statement submitted by the bidder in the Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60)days
- c. If the Department would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of their notice along with 1-month fee pro-rata fee out of the total fee.
- d. If the Department would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the government will give a rectification notice for 3 months to the Agency in writing with specific observations and instructions.

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

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

#### **15. Consequences of Termination**

- i. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient



transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile 20 Vendor in relation to the execution/ continued execution of the scope of the Contract.

- II. Nothing herein shall restrict the right of Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available Department under law or otherwise.
- III. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

## **16. Liquidated Damages**

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

## **17. Dispute Resolution Mechanism**

- I. The Bidder and the Department shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- II. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.



- III. Matter will be referred for negotiation between Officers nominated by the Department and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- IV. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. A mutually agreed arbitrator shall be appointed at Dehradun and proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

## **18. Force Majeure**

- I. Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
  1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
  2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
  3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Department shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.
- II. Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has



occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

- III. In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

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

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

#### **Appendix I – Technical Proposal Formats**

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

FORM 2 - Turnover in each of the last 3 financial years (FY 2019-20, 2020-2021 to 2021-22) in services related to developing Marketing Strategies, Creative Designing, Advertising, PR Activities, etc.

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

Form 3 - Experience organizing international Promotion events for a state/ country with campaign covering PR Activities, designing / production of creatives / commercials for various media including print, TV, radio, online, outdoor, etc., in the last 5 years with engagement value of over Rs. 50 Lakh each

	Project 1	Project 2	Project 3	Project 4	Project 5
Assignment Name:					
Country & Location					
Approx. value of the Contract					
Duration of completed assignment (months): Start / Completion Date					



Name, Address and Phone No. of Client:					
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## Appendix II – Team Deployment Plan & Resume Formats

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

### Team Deployment Plan:

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

Resume Format:

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

## Appendix III - Financial Proposal

To be submitted Online in the prescribed BoQ.

## Appendix IV – Bank Guarantee Format

B.G. No. Dated:

In consideration of you, Directorate of Industries, Government of Uttarakhand, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of----- (a company registered under the Companies Act, 1956) and having its registered office at \_\_\_\_\_ (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for <> at <<>> (hereinafter referred to as "the Project") pursuant to the RFP Document dated\_issued in respect of the Project and other related documents including without limitation the draft Service agreement (hereinafter collectively referred

to as "Bidding Documents"),  
we \_\_\_\_\_ (Name of the Bank) having our registered office at \_\_\_\_\_  
\_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the  
"Bank"), at the request of the Bidder, do hereby in terms of Clauses of the RFP  
Document, irrevocably, unconditionally and without reservation guarantee the due and  
faithful fulfillment and compliance of the terms and conditions of the Bidding Documents  
(including the RFP Document) by the said Bidder and unconditionally and irrevocably  
undertake to pay forthwith to the Authority an amount of INR.

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

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

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

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

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

**5.** The Guarantee shall not be affected by any change in the constitution or winding up of



the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

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

**7.** Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

**8.** We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

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

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

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

**12.** For avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to



INR (Rupees Only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank on or before (indicate date falling 90 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr. / Ms., Its and  
Authorized Official

(Signature of the Authorized Signatory)

(Official Seal)

### Appendix V - Proposal Covering Letter

Date:.....

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

Dear Sir,

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

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

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



Yours Sincerely,

Signature

Full name of signatory Designation

Name of the bidder (firm etc.)

A handwritten signature in blue ink, appearing to be 'D.K.' or similar, located at the bottom right of the page.