

TENDER DOCUMENT
FOR
SELECTION OF Public Relations (PR) cum Social Media
Agency
FOR
DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED
(DICDL)

CIN: DICDL/DSIR/CNSL/MRKT-06

REQUEST FOR QUALIFICATION CUM PROPOSAL

August 2020

Dholera Industrial City Development Limited (DICDL)
6th Floor, Block No. 1 and 2, Udhog Bhavan,
Sector-11, Gandhinagar – 382011
Gujarat, India

Prepared by
Program Manager for New Cities (PMNC)

AECOM

Table of Content

Instructions to Bidder for e-Tendering	1
DISCLAIMER.....	3
1. Background and Objective	5
1.1 Introduction	5
1.2 Objective	6
2. Instruction to Bidding Agencies	7
3. Notice Inviting Proposal and Necessary Instruction	10
4. Qualification Criteria	12
5. Technical Evaluation.....	13
6. Proposal Submission	18
7. Financial Proposal	20
8. Proposal Evaluation.....	21
9. Technical Proposal – Standard Forms.....	22
Form A: Pre-Qualification Proposal Submission Form.....	23
Form B: Format for Pre-qualification Proposal of Previous Experience.....	25
Form C: Format for Pre-qualification Proposal (Average Annual turnover of the applicant	26
Form D: Format for Joint Bidding Agreement (in case of JV/ consortium).....	27
Form E: Format for Power of Attorney for Authorized Representative	32
Form F: Technical Proposal Submission Form	34
Form G: TP-1-Team Composition	36
Form H: TP-2- Curriculum Vitae (CV) for Key Staff	37
Form I: Format of Bank Guarantee for Bid Security	38
10. Scope of Work –	41
11. Scope of Work Social Media	43
Financial Proposal	46

Instructions to Bidder for e-Tendering

1. Accessing/Purchasing of BID documents

- (i) It is mandatory for all the bidders to have class-III Digital Signature Certificate (DSC) (with both DSC components, i.e. signing and encryption in the name of authorized signatory who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of the Employer.

DSC should be in the name of the authorized signatory as authorized in Form E of the submitted Bid. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable).

- (ii) To participate in the bidding, it is mandatory for the bidders to get registered their firm / Joint Venture with e-tendering portal of the Employer [www.nprocure.com], to have user ID & password which has to be obtained by submitting the applicable fee & necessary documents. Validity of online registration is one year. Following may kindly be noted:

- (a) Registration should be valid at least up to the date of submission of BID.
- (b) BIDs can be submitted only during the validity of their registration.
- (c) The amendments / clarifications to the BID document, if any, will be hosted on the Employer's website www.nprocure.com.
- (d) If the firm / Joint Venture is already registered with e-tendering portal of Employer and validity of registration is not expired the firm / Joint Venture is not required a fresh registration.

- (iii) The complete BID document can be viewed / downloaded from e-tender portal of the Employer, from the date & time mentioned in the RFP.

- (iv) To participate in bidding, bidders have to pay **Rs. 11,800/- (Rupees Ten Thousand Only)** inclusive of 18% GST towards processing fee for BID (non- refundable) in favour of **"Dholera Industrial City Development Limited (DICDL)"** payable at Gandhinagar and BID Security is also to be furnished by the bidder for the amount of Rs. 2 Lakh (Rupees Two Lakh) in the form of Demand Draft or Bank Guarantee (BG) as per the format mentioned in Form I, issued from a scheduled Bank in the name of the Employer.

2. Preparation & Submission of BIDs:

- (i) The Bidder may submit his Bid online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is available on e-procurement portal.

- (ii) The documents listed in section 6 'proposal Submission' shall be prepared and scanned in different files (in PDF or JPEG format such that each file size is not more than 2 MB) and uploaded during the on-line submission of BID.
- (iii) Bid must be submitted online only through e-procurement portal of the Employer, [www.nprocure.com] using the digital signature of authorized representative of the Bidder on or before Bid Due date

3. Modification / Substitution / Withdrawal of BIDs:

- (i) The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- (ii) Any alteration / modification in the BID or additional information supplied subsequent to the BID Due Date, unless the same has been expressly sought for by the Employer shall be disregarded.
- (iii) For modification of e-BID, bidder has to detach its old BID from e-tendering portal and upload / resubmit digitally signed modified BID.
- (iv) For withdrawal of BID, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-BID.
- (v) Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, bidder cannot re-submit the e-BID.

4. Opening & Evaluation of BIDs

- (i) Opening and evaluation of BIDs will be done through online process.
- (ii) The Employer shall open on-line received Technical BIDs at 1530 hours IST on the physical opening date, in the presence of the Bidders, who choose to attend the online opening. Technical Bid of only those Bidders shall be online opened whose Bid documents have been physically received. The Employer will subsequently examine and evaluate the BIDs in accordance with the provisions of the RFP.
- (iii) Prior to evaluation of BIDs, the Employer shall determine whether each BID is responsive as per the Instruction to Bidders as per e- tendering process.
- (iv) The BID shall be opened of those bidders only who submitted originals as mentioned in para 2 (ii) & (iii) above of e-Tendering procedure. The BID submitted on-line shall not be opened and shall be declared non - responsive, if originals are not submitted as mentioned in para 2 (ii) & (iii) above of e- Tendering procedure.

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Employer or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Employer may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Employer is bound to appoint the selected Bidder for the Project and the Employer reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and

submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. Background and Objective

1.1 Introduction

The Government of India has envisaged the development of National Industrial Corridor Development along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai, covering an overall length of 1,483 km. Further, Delhi National Industrial Corridor Development Corporation (NICDC) Limited, a special purpose company, was incorporated to establish, promote and facilitate development of the NICDC Project.

The Dholera Special Investment Region (DSIR) will be a major Greenfield Industrial Hub planned and located approximately 100km south of Ahmedabad and 130km from the State Capital Gandhinagar. The project as envisaged will be the first initiative from NICDC to create a linear zone of industrial clusters and nodes to be developed in the influence area of Western Dedicated Freight Corridor (DFC). Further, after announcement of other Industrial Corridor Projects, the mandate of DMICDC Limited has been expanded to develop and implement all Industrial Corridor Projects in the country and accordingly, the name has been changed to National Industrial Corridor Development Corporation (NICDC) Limited.

Further, National Industrial Corridor Development Corporation Limited (NICDC) (erstwhile Delhi Mumbai Industrial Corridor Development Corporation Limited) (DMICDC Limited) a special purpose company incorporated under the Indian Companies Act 1956, with equity from Government of India, Japan Bank of International Cooperation (JBIC) and Government owned institutions to establish, promote and facilitate development of Delhi Mumbai Industrial Corridor Project and after announcement of other Industrial Corridor Projects, the mandate of DMICDC Limited has been expanded to develop and implement all Industrial Corridor Projects in the country and accordingly, the name has been changed to National Industrial Corridor Development Corporation (NICDC) Limited.

DSIR has been planned over an extensive area of land measuring approximately 920sqkm and encompassing 22 villages of Dholera Taluka in the Ahmedabad District. This will be by far the largest of investment nodes planned along the influence of DFC in the DMIC region. This node is strategically located between the industrial cities of Vadodara, Ahmedabad, Rajkot, Surat and Bhavnagar urban agglomerations. The nearest international airport is at Ahmedabad and Government of Gujarat through the Dholera International Airport Company Limited (DIACL) has plans to develop another international airport in the north-east of the proposed investment region. NICDC Limited (erstwhile DMICDC Limited), with support of DSIRDA, plan to create an economically and socially balanced new-age City with world class infrastructure and highest quality-of-life standards and sustainability in the urban form. This new age city aims to have a sustainable urban transportation system (transit oriented development) within and mobile/ efficient regional connectivity with neighbouring cities and the rest of the country.

For the DSIR, NICDC (erstwhile DMICDC) has appointed AECOM as the Programme Manager for New Cities (PMNC). The role of the PMNC is to perform activities necessary to plan, integrate, package, administer and manage the implementation of DSIR projects. Specifically, the PMNC will be responsible for conceptualization of projects and further, during the design and construction stage, overseeing the work of Consultants, and contractors, including reviewing, monitoring, resolution of interface issues, and reporting to the State nodal agency and the NICDC (erstwhile DMICDC) on the programme progress. All deliverables from Agency engaged on this project shall be submitted to the PMNC for final approval of DICDL. As an extension of DMICDC and DICDL, the PMNC will be responsible for taking inputs from

stakeholders and communicating them with the Agency. In all day-to-day matters in respect of implementation of this assignment, the Agency shall report to the PMNC.

For trigger development of Dholera SIR, an Activation Area is identified which acts as a catalyst for further investments and attracts local and global investors. The Activation Area is spread across an area of approximately 22.5 sq km. The area has approximately 72kms of roads and has an optimum mix of land use comprising of industrial, residential, mixed use, recreation and tourism. The area selected is based on immediate availability of land and its future status after implementation of TP schemes (area with the highest opportunity of commencement of site work).

The Activation Area is approximately 4.25% of the total developable area of DSIR. It can cater to a residential population of 1.2 lakhs with an employment of approximately 80,000 persons by 2020. Activation Area is having major portion of Government land (approx. 80%) which will provide ready to move plots with all major trunk infrastructure at the door steps of each plots.

To promote Dholera, a Branding & Creative agency has already been appointed. It is now necessary to undertake a PR cum social media exercise.

Accordingly, Dholera Industrial City Development Limited (Client) invites proposals to undertake:

“RFQ cum RfP for Selection of Public Relations (PR) cum Social Media Agency for Dholera Industrial City Development Limited (DICDL)”.

The detailed scope of services is provided in the Scope of Work.

1.2 Objective

Dholera Industrial City is now moving into the allotment phase from a Project implementation phase and it is imperative that DICDL explore various platforms to promote the project & disseminate information on the available opportunities, typically as an industrial location & popularise the project profile both domestically and globally.

The agency has to cater to the total Public Relations & Social Media Management activity for Dholera. It can broadly be divided into 2 parts a) Anticipating & countering bad publicity b) Aiding in the outreach with a Communication strategy that has a clear implementation plan to reach out to a mass audience & thereby empowering potential investors & the target market to connect with DICDL for investment. To highlight the potential of Dholera by building on the location, infrastructure, planning, policies of the Government of Gujarat, sectorial focus, etc. The PR agency is expected to work closely with the Branding & Creative agency.

2. Instruction to Bidding Agencies

- 1) The selection shall be on the Combined Quality Cum Cost Based Selection (CQCCBS) based on the final weighted score, subject to fulfilling the requirements of the Qualification Criteria. The Proposal will form part of the contract with the selected agency.
- 2) CVs of all the team members certified by the authorized signatory and clearing indicating educational and professional qualification and experience should be attached.
- 3) All contents of the Proposal should be clearly numbered, indexed and arranged in a sequence and shall be bound firmly.
- 4) The Original Proposal (Technical 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.
- 5) Submission letters for the Technical Proposals should be in the formats specified in this document.
- 6) The proposals shall be signed and submitted by the Authorized Signatory of the Agency. The authorization shall be attached in the Technical Proposal and shall be in the form of a written power of attorney as per the prescribed format.
- 7) The Agencies shall bear all costs associated with the preparation and submission of their proposals. DICDL is not bound to accept any or all proposals, and reserves the right to annul the selection process at any time prior to award of contract, without any liability to DICDL.
- 8) The Technical and Financial Proposal to be submitted by the bidders should be firm and valid for a period of 120 days from the last date of submission of the proposal.
- 9) The bidders shall have to compulsorily submit the technical proposal and the price bid online on the website <https://dicdl.nprocure.com>.
- 10) Agencies may seek clarifications, if any, at the time of Pre-bid meeting. Any request for clarification must be sent in writing, fax or e-mail to DICDL.
- 11) Physical papers are to reach DICDL office as per the date and time mentioned in this document. It is the responsibility of the Bidder to submit the bid before the last date and time at the address as mentioned in the document above, and DICDL shall not be responsible for any delay due to post/courier/any other reasons.
- 12) At any time before the submission of Proposals, DICDL may amend this document by issuing an addendum, which shall be binding on the agencies.
 - The agencies shall acknowledge the tender conditions and all subsequent amendments and submit along with their proposals duly signed. Therefore, the tender document signed by the authorized signatory should be the part of the technical proposal.

- 13) DICDL will select the agency that has scored the highest as per the evaluation criteria - combined score of technical proposal and financial quote.
- 14) 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.
- 15) The selected firm may be invited for negotiations, if felt necessary by DICDL. If such negotiations do not result in a conclusion, DICDL shall have the right to invite the next bidder (second highest scorer) for negotiations and finalization.
- 16) The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- i. 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;
 - ii. Consult with any Applicant in order to receive clarification or further information;
 - iii. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 - iv. 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.
- 17) Validity of the Proposal
- The Proposal shall remain valid for 120 calendar days from the bid submission date. Both the parties would endeavour to complete the process of selection and enter into agreement before the validity period.
- 18) Extension of Validity of Proposal
- In exceptional circumstances, prior to expiry of the original Proposal Validity Period, DICDL may request the bidders to extend the Proposal Validity Period for a specified additional period.
- 19) Format and Signing of Proposal
- The proposal should be short, concise & include all points indicated in the Document.
- The Proposal shall be typed or written in indelible ink and should be in English which shall be signed and sealed by the Authorized Representative. Proposal in other language would not be accepted. The pages and volumes of each part of the Proposal shall be clearly numbered. The Proposal shall contain all the information required herein and references of previous submissions shall not be considered.
- 20) Payment Terms
- Payment will be made within 45 working days after submission of the bills. A brief

report of the work carried out during the billing period should be submitted along with the bills.

GST shall be paid as per applicable rate and laws.

21) Tentative schedule for selection process

The Client will endeavor to follow the following schedule:

Date of issue of RfQ cum RfP	31-08-2020
Last date for receiving queries/requests for clarifications	05-09-2020
Pre-bid meeting (Online) For online pre-bid meeting, the bidders are requested to click the following link: <u>Join Microsoft Teams Meeting</u> +91 22 6001 4500 India, Mumbai (Toll) 0008000402696 India (Toll-free) Conference ID: 638 057 877# Local numbers Reset PIN Learn more about Teams Meeting options Join with a video conferencing device 176484854@teams.bjn.vc VTC Conference ID: 1130602497 Alternate VTC dialing instructions	07-09-2020 At 12 pm.
DICDL's response to queries/requests for clarifications	11-09-2020
Proposal Due Date (Online)	17-09-2020
Physical submission date of proposal (hardcopy submission)	18-09-2020
Opening of bid date	21-09-2020

3. Notice Inviting Proposal and Necessary Instruction

Sealed Bid Documents under two separate envelopes are invited from bona fide, experienced & reputed agencies of financial standing, meeting the pre-qualifying requirement, for the scope of work.

NAME OF WORK	Public Relations (PR) cum Social Media Agency For Dholera Industrial City Development Limited (DICDL)
CIN	DICDL/DSIR/PR/CONLT/RFP-06
Tender processing fees	Rs. 11,800/- (Rs. Eleven Thousand Eight Hundred only) inclusive of 18% GST BY DEMAND DRAFT in favour of Dholera Industrial City Development Limited (DICDL), Gandhinagar Payable at Gandhinagar
BID SECURITY	Rs. 2, 00, 000/- (Rs. Two Lakh only) BY DEMAND DRAFT/Bank Guarantee in the prescribed format in favour of Dholera Industrial City Development Limited (DICDL), Gandhinagar Payable at Gandhinagar
CONTRACT PERIOD	3 year contract with a provision of an extension for a total period of 4 years.
ISSUE OF TENDER	The tender can be downloaded from website www.nprocure.com
SUBMISSION OF TENDER ONLINE	Up to 3:00 pm as mentioned in clause no 21 of section 2 strictly on the website https://dicdl.nprocure.com along with the hard copy of technical bid (Hard bound) on hardcopy submission date. Submission of the technical bid in loose format is likely to be rejected. Financial/Price bids should be submitted online only.
SUBMISSION OF TENDER (PHYSICAL)	Before the date and time of opening of the tender at the below mentioned address: Managing Director, Dholera Industrial City Development Limited 6th Floor, Block No. 1 and 2, Udhog Bhavan, Sector-11, Gandhinagar – 382011 Gujarat, India
PRE-BID MEETING	At 12:00 hrs as mentioned in clause no 21 of section 2 for clarifications of queries if any shall be offline or online as per the latest addendum.
CONTACT details (FOR ANY CLARIFICATIONS)	Email: dbrahmbhatt@dicdl.in Contact numbers : Tel: + 91- 79-29750500 FAX NO: +91-79- 23222481

Performance Security	5% of the contract amount in the form of Bank Guarantee in prescribed format in favour of Dholera Industrial City Development Limited (DICDL), Gandhinagar Payable at Gandhinagar. In case of Joint venture, Lead bidder to provide 4% of contract amount and JV member to provide 2% of the contract amount in the prescribed format.
-----------------------------	--

PRE-BID CONFERENCE

During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Employer. The Employer shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

FORMAT FOR PROVIDING PRE-BID QUERIES - PI see remarks below *

Sr.no.	Page no.	Clause no.	RFP Stipulation	Query

***Remarks:**

The prospective bidders are requested to forward the queries essentially in Excel format provided on n-procure website by e-mail to dbrahmbhatt@dicdl.in. In addition, the prospective bidders can submit the queries by any other mode by letter, standard electronic means (PDF and word file)/ fax to the Client's office addressed mentioned below. However, the prospective bidders may please note that if the Queries are not forwarded by mail in excel form as above, the same run the risk of no response from Employer at their risk

4. Qualification Criteria

The firm should have been in the business of providing Public relations Services **for a period of at least 05 years.**

1) Minimum Qualification Criteria

Sr.	Minimum Qualification Criteria	Minimum number of projects
a	<p>Experience of providing PR & Social Media Management services to any Government Departments / Government Body / PSU / Large Corporates.</p> <p>Services provided to organizations like GIFT, iNDEXTb, GIDC, MIDC, etc.</p> <p>It should have PSUs, large real estate corporates who operate PAN India, Large Industrial Park Projects, MoRTH, DPIIT, AAI, etc.</p> <p>During the last 5 years</p>	3
b	Average annual Turnover for last 3 financial years	INR 3 Crores

For Eligible Experience, assignments where services have been provided for more than 6 months can be considered. Bidders to provide work order copies and completion certificates issued by respective Clients/Employers for all projects submitted in the bid.

- 2) As part of the evaluation, the Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further.

5. Technical Evaluation

- 1) The respective weightage for the Combined Technical Score and the Financial Score are set out in the table below:

Sr.	Description of Parameters for composite evaluation score
1	(A) Combined Technical Score - 60 marks
2	(B) Financial Score- 40 marks

The evaluation of proposals shall be on the principle of Combined Quality Cum Cost Based Selection (CQCCBS) based on the final weighted score. The assignment shall be awarded to the bidder scoring the highest final weighted score as decided by selection committee.

The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

In which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will finally be ranked in accordance with their combined 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 0.60:0.40.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

2) Technical Evaluation

The Evaluation Committee appointed by DICDL management will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score as detailed below. The maximum marks to be given under each of the evaluation criteria are:

Sr.	Evaluation Criteria	Max Marks
	Public Relations activity	
1	<p><i>Public Relations & Social Media Communication Strategy Document for Dholera Industrial City to be submitted with the bid – (Maximum 15 pages)</i></p> <p><i>This document should address (Check List)</i></p> <ul style="list-style-type: none"> • Understanding of the project • Understanding target market for the sector • Anticipated activities & their impact • Scope of Work & Other aspects as recommended by the bidder <p>This strategy document has to be submitted with the bid & is different from the presentation mentioned below.</p>	25
2	<p><u>Presentation</u></p> <p>The presentation can be self-explanatory in case the bidder is not able to attend the meeting physically. Alternatively, an online meeting can also be scheduled to brief the DICDL management on the presentation process. Document submitted as mentioned in Sr No 1 above is to be presented to the client in ppt form by the bidder team on the given date & should strictly follow the presentation guidelines provided in this tender document.</p>	30
3	Manpower	45
	Total Maximum technical marks	100

Bidder has to score at least of 70 marks (from 100 marks) from technical proposal to qualify for opening of financial bid. Financial proposal of only those Agencies shall be opened who will be declared qualified in technical proposal.

3) Presentation

The agencies meeting the minimum qualification criteria will be called for the presentation before the Technical selection Committee. **The date and time for the technical presentation will be intimated later to the qualified Bidders through email/ fax/ letter. The bidder shall submit one hard and soft copy of its presentation**

(PPT) to the Client on the day of the technical presentation.

For the purpose of evaluation & awarding technical score, each bidder will have to personally make & submit a presentation of their suggested Public Relations strategy plan for DICDL. Content for the technical presentation should definitely include the following:

Presentation guidelines

Presentation time, including Q & A, will not exceed 30 minutes & all Bidders are expected to adhere to this time line. DICDL can curtail / end the presentation at any point at its sole discretion.

It would be preferred if the presentation is limited to approximately 20 slides. Presentation should include

- 1) PR & Social Media Communication Strategy document as submitted should be explained to the client through a ppt including but not limited to the bidder's understanding of Dholera SIR, its target market, Strategy & its components, identifying important topics to be highlighted, message to be conveyed & approach to conveying the message, etc. This will be based on the Background section in Chapter, Scope of Work.
- 2) A brief on how you plan to carry out the Dholera PR and Social Media campaign. The plan should be realistic and achievable
- 3) Presenting on past work (max 3) as mentioned in the technical evaluation criteria out of which at least 1 work will be as per PQ criteria; each aspect of each work to be presented & explained.
- 4) It is essential for the bidder to walk the client through
 - General PR & Social Media Management achievements of the agency based on their
 - Anticipated situations requiring PR & Social Media activity for Dholera & the suggested action by the agency
 - Objectives of the PR & Social Media Management assignment & the agency's real-time strategy to achieve the same
 - 2 case studies on how you handled a Crisis & an adverse publicity event for your client. Assignment of a government agency & related to land acquisition will be preferred.
- 5) Whatever else the bidder wants to demonstrate
- 6) Introduction to the firm & the team that will handle this project with brief CV's – 5 minutes maximum at the end of the presentation (2-3 slides max)

Presentation team should definitely include the following personnel, failing which the Client reserves the right to cancel the presentation / disqualify the bidder, at its sole discretion

- a) Ahmedabad office Head
- b) Ahmedabad team as mentioned earlier and in clause 4 below
- c) Tie-ups with national & international agencies, if any
- d) Details about similar projects handled earlier

Any other person(s) as required by the agency.

7) Required experience and expertise of Key Personnel/Staff

Sr. No.	Position	Specific expertise and Minimum years of Professional experience	Qualification Marks
1)	Owner / Director / Head / In-charge	Should have a minimum experience of 10 years in a PR agency &/or as a journalist out of which at least 5 years should be in this position	15
2)	Sr. Media Coordinator	Should have a minimum relevant experience of 10 years	10
3)	Copywriting & Content writing expert	Should have a minimum experience of 5 years in English copywriting. Gujarati should be a known language for managing translation.	7
4)	Social Media Manager (s)	At least 5 years of relevant experience	7
5)	Digital Media Planner	At least 3 years of relevant experience	6
		Total	45

8) Evaluation criteria for Key professional

1)	Technical Qualifications	20%
2)	Professional Experience	30%
3)	Adequacy For The Assignment With Reference To Similar Works Done	30%
4)	Familiarity With The Region In Terms Of Past Works Done And Local Language	10%
5)	Years Of Association With The Firm	10%

Detailed evaluation criteria will be prepared by the evaluation committee for evaluation of the qualification and competence of the key professional for the assignment.

6. Proposal Submission

- 1) The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or personnel who sign the Proposal.
- 2) The Authorized Representative of the Applicant should initial all pages of the pre-qualification and technical proposal. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.
- 3) The Applicant shall submit two (2) copies of Pre-qualification Proposal (one original and one copy), two (2) copies of Technical Proposal (one original and one copy). One soft copy in PDF format of both Pre-qualification and Technical Proposals shall also be submitted by the Applicant. The Pre-qualification and Technical Proposals must necessarily be 'Hard Bound' separately and all pages serially numbered. 'Hard Bound' implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the pre-qualification and technical proposal, the contents as per original will only be considered.
- 4) The Pre-qualification Proposal, Tender fee and Bid security shall be placed in a sealed envelope clearly marked "PQ - [name of assignment]", Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL – [name of assignment]". All envelopes shall be placed into an outer sealed envelope bearing the name of assignment, submission address and marked "DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 5) The Proposal shall be placed in a sealed envelope. Proposal would include the following:
 - Certified Invoice/ Completion certificate/Payment receipt statement certified by Chartered Accountant from client mentioning the work done for each of the last 5 years to prove 5 years of experience.
 - Audited Balance sheet for the year: 2014-15, 2015-16, 2016-17
 - Technical proposal 1 (TP1) for team composition- format attached
 - Technical proposal 2 (TP2) for CVs for key staff members – format attached.

The form A to E shall be part of PQ Proposal Envelope and Form F to G and any other document required for Technical proposal as per section 5 clause no 02 "technical Evaluation' shall be part of Technical Proposal Envelope along with all supporting documents in their respective envelopes. The outer envelope shall bear the Name of the Assignment, submission address, etc. The Proposals must reach the Client on or before the last date of submission mentioned in the notice inviting tender.

The Client may, in its sole discretion, reject any Proposal that is not responsive to the submissions mentioned above.

Financial Proposal

- The agencies are required to fill the financial proposal online only at <https://dicdl.nprocure.com> as per the prescribed format (Financial Proposal).
- The quote should be unconditional and single.
- The fee quoted should be exclusive of GST.

The proposal should be indicated in the Indian Rupees. Proposal in any other currency would not be accepted and is liable to be rejected.

7. Financial Proposal

1) Summary Cost:

Sr. No	Particulars	Amount in INR
1	Professional fees	
2	GST	
3	Total amount	

2) Professional fees:

Sr. No	Particulars	Unit	Rate in INR	Amount in INR
1	Monthly retainer ship fees	36		
2	Site visit with Journalists, Editors, Bloggers, Influencers or any other team as per work requirement at DSIR site	36		
3	Digital Advertisement / Promotion / Branding / Webinars	36		
4	Still Photography, Audio-Video Productions	36		
			Total	

The final price in summary of cost table as mentioned above shall be inclusive of GST. GST rate as applicable shall be considered at the time of payment.

8. Proposal Evaluation

1) Opening of Proposal

DICDL would open the Bids immediately after the Bid Due Date and Time for the purpose of verification of requisite fees and Bid Security; verification of documents for pre-qualification would be considered of only those agencies that have paid the requisite fees and Bid Security.

Bidders would have to bring in the requisite copies of the technical proposals in hard copies and in the suitable format of ppt, movies, pdf, etc. for presentation to the Committee members. The presentation and related submittals would be retained by DICDL for its records.

The Committee after having evaluated the technical presentation would provide the technical score. Bidders qualifying in the technical presentation would then be eligible for the opening of the financial proposals.

The final date of opening of the financial proposal shall be decided by DICDL. The proposals would be opened on given date and time, even if the representatives are not present.

9. Technical Proposal – Standard Forms

Form A: Pre-Qualification Proposal Submission Form

[Location, Date]

To

Managing Director
Dholera Industrial City Development Limited
6th Floor, Block No. 1 and 2, Udhyog Bhavan,
Sector-11, Gandhinagar – 382011
Gujarat, India

RfQ cum RfP dated [date] for selection of 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 [sole applicant/ JV] [with] [insert a list with full name and address of each Joint Venture/ consortium Agency].

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

Further:

1. We acknowledge that DICDL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to DICDL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of DICDL 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 declare that:
 - a) We have examined and have no reservations to the RfQ cum RfP, including any Addendum issued by the Authority;
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 Agency, without incurring any liability to the Applicants.
7. We declare that we are not a member of any other Consortium/JV applying for selection as an Agency.

8. 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 DICDL in connection with the selection of Agency or in connection with the selection process itself in respect of the above mentioned Project.
9. 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 consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
10. We agree to keep this offer valid for one hundred twenty (120) days from the PDD specified in the RfQ cum RfP.
11. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
12. In the event of our being selected as the Agency, we agree to enter into a Contract in accordance with the contract prescribed in the RfQ cum RfP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
13. We have studied RfQ cum RfP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by DICDL or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
14. The Technical Proposal is being submitted in a separate cover and the Financial Proposal is being submitted online on the Client's website. This Pre-qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
15. 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:

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

Form B: Format for Pre-qualification Proposal of Previous Experience

Project Specific Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV/ consortium for carrying out consulting services similar to the ones requested under this assignment.]

- USE PROJECTS WITH COPY OF INVOICE / COMPLETION CERTIFICATE/ Payment receipt statement certified by Chartered Accountant / PROOF OF EXPERIENCE AS REQUIRED FOR MEETING THE QUALIFICATION CRITERIA PRESCRIBED.
- EXHIBIT PROJECTS IN THE LAST FIVE YEARS.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	
Name of Associated Agency, If any:	
Narrative Description of Project: (highlight project cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Note:

Form C: Format for Pre-qualification Proposal (Average Annual turnover of the applicant)

Sr.	Financial years	Average Annual turnover of the applicant(INR)
1	2018-2019	
2	2017-2018	
3	2016-2017	
	Average for three years	[indicate sum of above divided by 3]

CA Certificate

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

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Form D: Format for Joint Bidding Agreement (in case of JV/ consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], having its registered office at [registered address] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], having its registered office at [registered address] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the [FIRST, SECOND] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- a) Dholera Industrial City Development Limited, a company incorporated under the Companies Act, 2013, having its registered office at 6th Floor, Block No. 1 and 2, Udhog Bhavan, Sector-11, Gandhinagar – 382011 Gujarat, India (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Applications") by its Request for Qualification cum Request for Proposal dated [date] (the "RfQ cum RfP") for appointment of Agency for [name of assignment] (the "assignment").
- b) The Parties are interested in jointly bidding for the assignment as members of a Consortium and in accordance with the terms and conditions of the RfQ cum RfP document and other bid documents in respect of the Consultancy, and
- c) It is a necessary condition under the Bidding document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RfQ cum RfP.
2. Consortium
 - a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Consultancy.

- b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this assignment, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Agency and awarded the assignment, the Parties shall enter into a contract for the services (“Contract”) with the Authority and for performing all obligations as the Agency in terms of the Contract for the Assignment.
4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
 - b) Party of the Second Part shall be [role]; and
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RfQ cum RfP and the Contract, for the performance of the Contract.
6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
 - a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
 - b) consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
 - c) any notice, communication, information or documents to be provided to the Agency shall be delivered to the authorized representative of the Agency (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.
9. Miscellaneous
- a) This Joint Bidding Agreement shall be governed by laws of India.

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

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

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Form E: 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 authorise 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 "Authorised Representative"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Agency for [name of assignment], to be developed by Dholera Industrial City Development Limited (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, signing and execution of all contracts 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 the entering into of the Contract 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 Authorised 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 Authorised 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 legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Form F: Technical Proposal Submission Form

[Location, Date]

To

Managing Director
Dholera Industrial City Development Limited
6th Floor, Block No. 1 and 2, Udhyog Bhavan,
Sector-11, Gandhinagar – 382011
Gujarat, India

RfQ cum RfP dated [date] for selection of 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 Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant/ JV] [with] [insert a list with full name and address of each Joint Venture/ consortium Agency].

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 technical discussions in accordance with the RfQ cum RfP.

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

Further:

1. We acknowledge that DICDL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to DICDL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of DICDL 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 declare that:
 - a) We have examined and have no reservations to the RfQ cum RfP, including any Addendum issued by the Authority;

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 Agency, without incurring any liability to the Applicants.
7. We declare that we are not a member of any other Consortium/JV applying for selection as an Agency.
8. 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 DICDL in connection with the selection of Agency or in connection with the selection process itself in respect of the above mentioned Project.
9. 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 consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
10. In the event of our being selected as the Agency, we agree to enter into a Contract in accordance with the contract prescribed in the RfQ cum RfP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
11. We have studied RfQ cum RfP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by DICDL or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
12. The Financial Proposal is being submitted online on Client's website. 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:

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

Form G: TP-1-Team Composition

The Bidder shall propose team consisting of staff / experts to take care of all aspects of the assignment.

Key Staff			
Name of Key Expert	Educational Qualification	Area of Expertise	Post qualification relevant experience in number of years
Owner/Director/Head/In-charge		Public Relations, Communication/Creative	
Sr. Media Coordinator		Public Relations	
Copywriting expert		Copywriting & Content Writing (PR & Social Media)	
Social Media Manager		Social Media Management & Client Servicing	
Digital Media Planner		Online Media Planning & Strategy	

Supporting's for the above should be attached to this certification.

Bidder can attach additional personnel information at their option with supporting's

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Form H: TP-2- Curriculum Vitae (CV) for Key Staff

1. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
2. **Name of Staff** [*Insert full name*]: _____
3. **Date of Birth:** _____ **Nationality:** _____
4. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
5. **Membership of Professional Associations:** _____
6. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____
7. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____
8. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____
9. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:
From [Year]: ____ To [Year]: ____
Employer: _____
Positions held: _____
10. **Work Undertaken that Best Illustrates Relevant Experience and Capability to Handle the Tasks Assigned especially projects mentioned under qualifying criteria**

11. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to disqualification or dismissal of the firm. If selected my services shall be available for the assignment till completion.

[Signature of staff member or authorized representative of the staff]

Date:
Day/Month/Year

Full name of authorized representative:

Form I: Format of Bank Guarantee for Bid Security

BG No.

Date:

1. In consideration of you, **Dholera Industrial City Development Limited**, a company incorporated under the Companies Act, 2013, having its registered office at 6th Floor, Block No. 1 and 2, Udhog Bhavan, Sector-11, Gandhinagar – 382011 Gujarat, India (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**], a company registered under the Companies Act, 1956/ 2013 and having its registered office at [registered address of company], [and acting on behalf of a Consortium comprising of [name of company], [name of company] and [name of company] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Agency for [name of assignment] (hereinafter referred to as the “Consultancy”) pursuant to the RfQ cum RfP Document dated [date] issued in respect of the Consultancy and other related documents including without limitation the draft contract for consultancy 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 fulfilment 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 fulfil 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 fulfilment 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 fulfilment and compliance with the terms and conditions contained in the RfQ cum RfP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RfQ cum RfP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RfQ cum RfP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RfQ cum RfP Document for any reason whatsoever. Any such demand made

on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RfQ cum RfP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RfQ cum RfP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RfQ cum RfP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
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 authorised and has full power to execute this Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or 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 authorised official.

(Signature of the Authorised 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.

10. Scope of Work –

Assignment will commence with the finalization of a PR strategy for Dholera Industrial City. The different components of the PR Strategy may include all / as required components. It will be an interactive process with the DICDL team.

1. The Bidder should have an existing office operational for more than 3 years in Ahmedabad with the desired subject matter expert team in Ahmedabad (As per Form G: TP-1 – Team Composition).. The Bidder can form the Consortiums of maximum Two agencies (1 lead + 1 JV partner) to fulfill above qualification criteria jointly. The bidder should have the required expert staff / office at Mumbai / Delhi. While, the JV member should be able to cater to the requirement of providing required services as and when required in other Metropolitan, Tier 1, Tier 2 & Tier 3 cities in India and as and when required in the international market.
2. The Public Relations (PR) & Social Media Agency shall provide a qualified servicing and PR team for undertaking Public Relations campaigns. 1 officer should be deputed for handling social media / PR coordination work in DICDL office. The PR & Social Media agency would work closely with DICDL/PMNC and should always be available as & when required by the Client.

A. Public Relations

1) Hying Dholera

1. Primary responsibility is to hype & promote Dholera through media coverage
2. Media coverage by ensuring local and national media persons (news, digital, electronic) from main line media for all roadshows, event participation, happenings, announcements, etc.
3. Project a positive image of Dholera in the media
4. To ensure that the media covers Dholera on a regular basis & manage site visits to Dholera, as required
5. Ensure interviews of Dholera & GoG dignitaries for promotion of Dholera
6. Preparation of the press releases, news articles, promotional articles, etc. mainly in English/Gujarati/Hindi.
7. To ensure the press releases, articles, etc. published in the relevant publications in order to connect with the right investors & partners in India & Abroad
8. Review, analyse, collate and counter communication to news item pertaining to Dholera
9. To act as a bridge between Dholera and the media
10. Any other public relation activity related to Dholera

2. Crisis Management Strategy

In the event of certain unforeseen occurrences, which may have potential of creating perception not in line with Dholera, the PR agency will have to take necessary steps in a proactive and immediate fashion to mitigate such crisis.

3. Communication & Implementation

i. To provide Strategic Support to DICDL

- Internal Communication & Design support (if necessary)
- Regular interaction with designated officers of DICDL
- Identifying stories, providing inputs & guidance on way forward & execution.
- Plan and provide media interaction training to key management officials of DICDL

ii. Media Pitching & Seeding

- Interact directly with Key Journalists & Editors
- Provide information on DICDL activities
- Suggest possible story/news, angles & ideas

iii. Content Support

- Press releases in English &/or Gujarati, as required; Hindi will not generally be required but if required, the agency will have to execute it
- Pitch notes & background material, prepare dossiers, etc. for media circulation
- Features – General / Special
- News Stories

iv. Interactions

- Facilitation of key official interviews for Print/TV/Online
- Coverage of events, roadshows, press conferences, launch, inauguration, etc.
- The agency should plan 1 meeting every fortnight to schedule the PR & social media activities and brainstorm on new initiatives relevant to the client
- In case, conventional media strategy is not possible, suggest alternate platforms of communications for the project. E.g. E-Papers, webinars, digital press conference, etc.

v. Site Tours

- To identify & facilitate visit by Journalists, Editors, etc. to Dholera enabling them to have a 1st hand understanding of the project & to write about it.

Vi. Target Media (Digital & Conventional)

- Local Media – Gujarat & Ahmedabad – Various publications including dailies & magazines, TV networks, etc.
- National & International Media – Leading newspapers & magazines with Pan-India reach, TV networks, etc.

- Business & Trade – Dailies, Magazines, TV channels, etc. involved in Business, Trade & Commerce
- Online – News portals, Online Portals specializing in business, trade & commerce, News websites, etc.
- Blogs, Influencers, etc.

4. Any other relevant work that may be assigned from time to time.

11. Scope of Work Social Media

11.1 Social Media related activities

- i. Creation and Maintenance of DICDL's Accounts/Videos/Handles/Channels on Twitter, Facebook, YouTube, Instagram and Google Plus etc and at most 3 social media platforms which may emerge within the contract period.
- ii. Creation of relevant blog spot and forums wherein the participation of targeted audience can be invoked.
- iii. New Look, Updates and Engage with users Give all DICDL's Social Media Platforms a new look every week by putting up new creatives in line with overall theme/strategy approved by DICDL, for the period of engagement.
 - Uploading creative on daily basis in form of infographics, images, gifs, videos, text over videos, promos of events and programs etc on various social media platforms creation of interactive content like surveys, quizzes, contest, etc. in consultation with DICDL
 - Preparation of Power Point Presentation of DICDL as and when necessary
 - Preparation of creative content & videos for digital versions as and when necessary
 - Prepare and Publish Newsletters as and when required
 - Daily informative and promotional updates (at least three updates on LinkedIn, Facebook, and Twitter, one on other platforms) in the form of relevant text, photos, audio, video, animation, interactive content, interviews, news, organize online surveys, quizzes, contests and others on all the social media platforms in consultation with DICDL.
 - Publicize all cultural events on all the social media platforms.
 - Create relevant tagging & linkages of content on the all platforms.
 - Manage live events through LinkedIn, Facebook, Periscope on Twitter, etc.
 - Promotion of content on social media platform with a commitment of certain no. of Likes / comments / engagements / shares etc.
 - Social Media Image Management
 - Get pages verified on the Social Media channels (only DICDL's)
 - Create page on Wikipedia
- iv. Query Management, Media Tracking and Reporting

All the queries received on the all platforms must be replied to and addressed within 24 working hours in consultation with DICDL.

Moderation of the all platforms with a frequency of 6 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.

Use a good industry standard monitoring for analysing comments / remarks about DICDL in various online media like e-newspapers, e-magazines, blogs, social media platforms at national & international level.

The agency must submit weekly “Effectiveness Analysis Report” to DICDL on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of DICDL’s on the Social Media Platforms and the results achieved.

- The components of the report would include:
 - a) Social presence analysis**
 - Social channel analysis (only DICDL’s)
 - Social Traffic analysis
 - Fan / follower growth
 - Comparative FB/Twitter Engagement Analysis
 - Content Analysis of the most engaging type of post which led to success on
 - brand page
 - Engaging Post
 - Social Page Analysis
 - b) Buzz Report**
 - Share of voice
 - Source Analysis
 - Trend analysis
 - Topic analysis
 - Sentiment & Perception analysis
 - c) Influencer Report**
 - Influencers Identified
 - Influencers Score
 - Influencers Reached
 - Amplification by Influencers
 - d) Providing feedback on best practices in marketing and promotion in countries across the world on Social Media as and when required by the DICDL.**

vi. Online Amplification and Social Media Campaigns

- a) Providing amplification of Digital Marketing Communication and Messaging through planning and execution of a Digital Marketing activity across both Paid Media and Non-Paid media avenues on Digital and Mobile campaign.
- b) Conceptualize, design and execute at least two digital campaigns and three innovative strategies on the basis of overall DICDL’s social media plan.

vii. Key Influencer Program

Conceptualizing, planning and executing a “Key Influencer Program” on all DICDL’s Social Media platforms. The Influencer program will aim at engaging top 100 influencers in the industry sector DICDL operates in and will also focus on blogs & forums and other social channels. The program will need to generate content for social channels and blogs, web listings, directory submissions etc and spread awareness about DICDL’s Social Media

campaigns.

viii. Social Media Monitoring Program

Planning and executing a “Social Media Monitoring Program” on all DICDL’s Social Media platforms. The program will undertake monitoring across 150-200 keywords and will also manage a Monitoring platform which will be both predictive and reactive in approach. The key Languages to be monitored will be Gujarati, Hindi and English.

ix. Site Tours

To identify & facilitate visit by bloggers, industry influencers, consultants, etc. to Dholera enabling them to have a 1st hand understanding of the project & to write about it.

x. Miscellaneous work

Other related and miscellaneous work includes providing monthly strategic inputs for creative campaign.

Note: The Public Relations (PR) & Social Media Agency shall provide a qualified servicing and PR team for undertaking Public Relations campaigns. 1 officer should be deputed for handling social media / PR coordination work in DICDL office. The PR & Social Media agency would work closely with DICDL/PMNC and should always be available as & when required by the Client.

They would have the requisite skill sets (as mentioned in Form G – TP1 – Team Composition) to gather, collate, design, write contents and post contents on the social media websites through the team sitting at the Agency office under supervision of the DICDL. They would be on site during office hours but remain available as and when required. Emphasis will be on good creative team having expertise in Infographics and content writing.

- Ensure that the viewership over social media site of the DICDL increases substantially and increase its reach within a period of 12 months from the date of start of operation.
- To provide training, skill up-gradation and capacity building of the officers of DICDL to handle social media sites through lecture, seminar, workshop, class room and online teaching etc.
- Any other works entrusted by DICDL for sensitizing the people through social media Platform.
- During the contract period the agency should be able to reach at least 10 million people.
- To ensure that viewing and uploading on the managed Social Media sites (i.e. Twitter, LinkedIn, Facebook etc.) is smooth and uninterrupted.
- The agency should get the approval of the cost of AV production / promotions / advertisements, etc. before releasing any such content / video on any online platform

11.2 Creative designing and repackaging:

a. Creative content generation, recreate or convert the content and repackage the available content. The content may be of various forms such as graphics, cartoons, smart art, animations, story board etc. design on subject of Government schemes and programs and policies etc. The experts are also expected to make e-books, electronic version of other books and manage the graphic content of the website as and when required by the DICDL.

b. Repackaging of the content (videos and photographs) into suitable formats (video packages

and others). On average repackaged videos of 30-40 seconds are expected as deliverables.

c. Uploading of repackaged and creative content on various social media platforms such as Twitter, Facebook, and YouTube etc.

d. Above is to be done without any infringement of Intellectual Property Rights (IPR).

11.3 Making the uploaded content viral / virility of content

a. Agency would be responsible to make the content viral on the internet and other social media sites. This will make the schemes, policies of Government to reach on various social media platforms to the last mile on internet domain in real time basis.

b. The agency should have capability to multiply the reach of content and promote content and make it viral to the most.

c. The agency should also submit the options of Organic promotions and Inorganic Promotions 1 week before the campaign. All costs attached to such promotions should be approved in writing or email from the client.

Financial Proposal

Submission to be made online on the website <https://dicdl.nprocure.com> in the prescribed format therein.

ANNEXURE A - Comprehensive PR & Social Media Communication Strategy document

The success of Dholera Industrial City will to a large extent be driven by the positive image of the development in the eyes of stakeholders especially those from the industry both in India and abroad. Perceptions will drive awareness, consideration and preference for this industrial city over all other competitive options. Thus the Dholera Industrial City brand will play a key role in influencing and shaping desired perceptions.

- Presentation on PR & Social Media Management strategy & Communication
- Submission of PR & Social Media Management Strategy & Communication document

Duration

- 4- weeks

Draft Form of Contract

**CONTRACT FOR
PUBLIC RELATIONS FOR DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED (DICDL)**

Between

(Name of Client)

And

(Name of Agency)

Dated:

TABLE OF CONTENTS

I. Form of Contract	52
II. General Conditions of Contract	54
1.0 General Provisions	54
1.1 Definitions.....	54
1.2 Relation between the Parties	55
1.3 Law Governing Contract	55
1.4 Language	55
1.5 Headings	55
1.6 Notices	55
1.7 Location.....	56
1.8 Authority of Member in Charge.....	56
1.9 Authorized Representatives.....	56
1.10 Taxes and Duties	56
2.0 Commencement, Completion, Modification and Termination of Contract	56
2.1 Effectiveness of Contract	56
2.2 Termination of Contract for Failure to Become Effective.....	56
2.3 Commencement of Services	56
2.4 Expiration of Contract	57
2.5 Entire Agreement.....	57
2.6 Modification.....	57
2.7 Force Majeure.....	57
2.7.1 Definition	57
2.7.2 No Breach of Contract	57
2.7.3 Measures to be taken	58
2.7.4 Deleted.....	58
2.7.5 Deleted.....	58
2.7.6 Deleted.....	58
2.8 Suspension	58
2.9 Termination.....	58
2.9.1 By the Client.....	58
2.9.2 By the Agency	59
2.9.3 Cessation of Rights and Obligations.....	60
2.9.4 Cessation of Services.....	60

2.9.5	Payment upon Termination	60
2.9.6	Disputes about Events of Termination	60
3.0	Obligation of the Agency	61
3.1	General.....	61
3.1.1	Standard of Performance.....	61
3.1.2	Law Governing Services	61
3.2	Conflict of Interests.....	61
3.2.1	Agency Not to Benefit from Commissions, Discounts, etc.	61
3.2.2	Agency and Affiliates Not to engage in Certain Activities	62
3.2.3	Prohibition of Conflicting Activities	62
3.3	Confidentiality.....	62
3.4	Liability of the Agency.....	62
3.5	Insurance to be Taken Out by the Agency.....	62
3.6	Deleted.....	62
3.7	Agency' Actions Requiring Client's Prior Approval	62
3.8	Reporting Obligations	63
3.9	Documents Prepared by the Agency to Be the Property of the Client.....	63
3.10	Equipment and Materials Furnished by the Client	63
4.0	Agency' Personnel and Sub-Agency and or Associates	63
4.1	General.....	63
4.2	Description of Personnel.....	63
4.3	Approval of Personnel	64
4.4	Deleted.....	64
4.5	Removal and/or Replacement of Personnel.....	64
5.0	Obligations of the Client	64
5.1	Change in the Applicable Law	64
5.2	Deleted.....	64
5.3	Payment.....	64
6.0	Payments to the Agency	64
6.1	Cost Estimates; Ceiling Amount.....	64
6.2	Remuneration and Reimbursable Expenditures	65
6.3	Currency of Payment	65
6.4	Mode of Billing and Payment.....	65
7.0	Fairness and Good Faith	66

7.1	Good Faith.....	66
8.0	Settlement of Disputes.....	66
8.1	Amicable Settlement.....	66
8.2	Dispute Settlement	66
III.	Special Conditions of Contract	67
IV.	Appendices	71
Appendix A	Description of the Services.....	71
Appendix B	Key Personnel.....	72
Appendix C	Duties of the Client	73
Appendix D	Cost Estimates	74
Appendix E	Letter of Award	75
Appendix F	Joint Bidding Agreement (in case of JV).....	76
Appendix G-I	Format of Bank Guarantee for Performance Security for Lead bidder..	77
Appendix G-II	Format of Bank Guarantee for Performance Security for JV Partner ...	79

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the Month of ____, 20____, between, on the one hand _____ (hereinafter called the "Client) and, on the other hand _____, (hereinafter called the "Agency").

[Note: If the Agency consists of more than one entity, the above should be partially amended to read as follows:

".....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly severally liable to the Client for all the Agency's obligations under this Contract, namely, ___ and _____ (hereinafter called "Agency")]

WHEREAS

- (a) the Client has requested the Agency to provide certain Public Relations (PR) services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Agency, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (hereinafter called "GC");
 - (b) The Special Conditions of Contract (hereinafter called "SC");
 - (c) The following Appendices:

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix]

- Appendix A: Description of the Services.
- Appendix B: Key Personnel and Sub-Agency
- Appendix C: Duties of the Client
- Appendix D: Cost Estimates
- Appendix E: Letter of Award
- Appendix F: Joint Bidding agreement (in case of JV)

2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract; in particular

- (a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Agency in accordance with the Provisions of the Contract.

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

FOR AND ON BEHALF OF
[NAME OF THE CLIENT]

By
(Authorised Representative)

FOR AND ON BEHALF OF
[NAME OF THE AGENCY]

By
(Authorised Representative)

[Note: If the Agency consist of more than one entity, all of these entities should appear as signatures, e.g. in the following manner]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE AGENCY

[NAME OF THE MEMBER]

By
(Authorised Representative)

[NAME OF THE MEMBER]

By
(Authorised Representative)

[NAME OF THE MEMBER]

By
(Authorised Representative)
etc.

II. General Conditions of Contract

1.0 General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country [or in such other country as may be specified in the Special Conditions of Contract (SC)], as they may be issued and in force from time to time.
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- d) "Foreign currency" means any currency other than the currency of the Government;
- e) "GC" means these General Conditions of Contract;
- f) "Government" means the Government of Client's Country;
- g) "Local currency" means the Indian Rupees;
- h) "Agency" wherever mentioned in this Contract Agreement means the "Public Relations Agency" and includes sub-Agency or Associates engaged by the primary Agency.
- i) "Member", in case the Agency consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- j) "Party" means the Client or the Agency, as the case may be, and Parties means both of them;
- k) "Personnel" means persons hired by the Agency or by any Sub-Agency and or Associates as Employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's Country, "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's Country; and "key personnel" means the personnel referred to in Clause GC 4.2 (a).
- l) "PMNC" shall have the meaning Program Manager for New Cities.
- m) "SC" means the Special Conditions of Contract by which these General

Conditions of Contract may be amended or supplemented;

- n) "Services" means the work to be performed by the Agency pursuant to this contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in Scope of work and Bill of Quantities (BOQ). The approach and methodology to be adopted by the Agency for carrying out the assignment as Public Relations Agency may be modified depending on the requirements.
- o) "Sub-Agency and or Associates" means any entity to which the Agency subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- p) "Third Party" means any person or entity other than the Government, the Client, the Agency or a Sub-Agency.

1.2 Relation between the Parties

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

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such Party at the address specified in the SC.
- 1.6.2 Notice will be deemed to be effective as specified in the SC.
- 1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations whether in Government's Country or elsewhere, as the Client may approve.

1.8 Authority of Member in Charge

In case the Agency consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Agency' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Agency may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Agency, Sub-Agency and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. GST as applicable shall be paid to the Agency while making payment for services rendered. The Agency shall then deposit the same with the tax authorities and provide a proof of having done so within next 90 days in line with policy circulars issued by Employer.

2.0 Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Agency shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained. Each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Deleted

2.7.5 Deleted

2.7.6 Deleted

2.8 Suspension

The Client may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Agency (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1, terminate this Contract.

- (a) if the Agency fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Agency become (or, if the Agency consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Agency fail to comply with any final decision reached as a result of

arbitration proceedings pursuant to Clause GC 8 hereof;

- (d) if the Agency submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Agency know to be false;
- (e) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Agency (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- (h) Deleted

2.9.2 By the Agency

The Agency may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

- (a) if the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the Client of the Agency' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (c) the Agency' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and
- (d) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Agency {after offsetting against these payments any amount that may be due from the Agency to the Client}:

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Agency' personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.0 Obligation of the Agency

3.1 General

3.1.1 Standard of Performance

The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods "The Agency shall always" act, in respect of any matter relating to this Contract 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-Agency or Third Parties.

3.1.2 Law Governing Services

The Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Agency and or Associates, as well as the Personnel of the Agency and any Sub- Agency and or Associates, comply with the Applicable Law. The Client shall advise the Agency in writing of relevant local customs and the Agency shall, after such notifications, respect such customs.

3.1.3 Performance Security:

Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalized / Scheduled Bank, within the 15 (fifteen) days from the date of issue of LOA, in form of a Bank Guarantee substantially in the form specified in this RfQ cum RfP. For the successful bidder the Performance Security will be retained by the Client until the completion of the assignment by the Agency and be released Six (06) months after the completion of the assignment. The aforesaid performance security shall be kept valid until the completion certificate is issued by the Client.

3.2 Conflict of Interests

3.2.1 Agency Not to Benefit from Commissions, Discounts, etc.

The Remuneration of the Agency pursuant to Clause GC 6 hereof shall constitute the Agency' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Agency shall use their best efforts to ensure that any Sub-Agency and or Associates, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

If the Agency, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Agency shall comply with any applicable procurement guidelines of the Client (Employer) and or Associates Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any

discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.2 Agency and Affiliates Not to engage in Certain Activities

The Agency agree that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, as well as any Sub-Agency and or Associates and any entity affiliated with such Sub-Agency and or Associates, shall be disqualified from providing goods works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

The Agency shall not engage, and shall cause their Personnel as well as their Sub-Agency and or Associates and their Personnel not to engage, either directly or indirectly, in any of the following activities:

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

3.3 Confidentiality

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

3.4 Liability of the Agency

Subject to additional provisions, if any, set forth in the SC, the Agency' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be Taken Out by the Agency

The Agency (i) shall take out and maintain, and shall cause any Sub-Agency to take out and maintain, at their (or the Sub-Agency', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Deleted

3.7 Agency' Actions Requiring Client's Prior Approval

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

- (a) appointing and Deployment of such members of the Personnel as are listed in Appendix B ("Agency' Sub-Agency' Key Personnel") merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Agency and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Agency shall remain fully liable for the performance of the Services by the Sub- Agency and its Personnel pursuant to this Contract; and
- (c) any other action that may be specified in the SC.

3.8 Reporting Obligations

The Agency shall submit to the PMNC the reports and documents specified in this agreement, in the form, in the numbers and within the time period.

3.9 Documents Prepared by the Agency to Be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the Client under this Contract shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Agency by the Client, or purchased by the Agency with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Agency, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4.0 Agency' Personnel and Sub-Agency and or Associates

4.1 General

The Agency shall employ and provide such qualified and experienced Personnel and Sub-Agency as are required to carry out the Services.

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Agency' Key Personnel are described in Appendix B. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

4.3 Approval of Personnel

The Key Personnel listed by title as well as by name in Appendix B are hereby approved by the Client. In respect of other Key Personnel which the Agency propose, to use in the carrying out of the Services, the Agency shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Deleted

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

5.0 Obligations of the Client

5.1 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.2 Deleted

5.3 Payment

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

6.0 Payments to the Agency

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable is set forth in Appendix D.

- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC.

6.2 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Client shall pay to the Agency (i) remuneration as set forth Appendix D

6.3 Currency of Payment

All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.

6.4 Mode of Billing and Payment

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

- (a) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Agency shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (b) The Client shall cause the payment of the Agency periodically as given in schedule of payment above within Forty Five (45) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Agency, the Client may add or subtract the difference from any subsequent payments.
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Agency to the Client within thirty, (30) days after receipt by the Agency of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the

Client in accordance with the above.

- (d) All payments under this Contract shall be made to the account of the Agency specified in the SC.

7.0 Fairness and Good Faith

7.1 Good Faith

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

8.0 Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

A. **Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

1.1(a) The words “in the Government’s country” are amended to read “in INDIA”

1.4 The language is: English

1.6.1 The addresses are:

Client: Address of Employer

Attention:

Telex:

Facsimile:

Agency: Address of Agency

Attention:

Telex:

Facsimile:

1.6.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission;
and

(d) in the case of facsimiles, 24 hours following confirmed transmission.

1.8 The Member in Charge is: Member (P) Sh.

(Note: If the Agency consist of a joint venture of more than one entity, the name of the entity whose address is specified in SC 1.6.1 should be inserted here. If the Agency consist of one entity, this Clause 1.8 should be deleted from the SC).

1.9 The Authorised Representatives are:

For the Client: _____

For the Agency: _____

1.10 The Agency, Sub-Agency and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The effectiveness conditions are the following:

i) Signing of the Contract by the Client.

2.2 The time period shall be one month or such other time period as the parties may agree in writing.

2.3 Signing of the Contract Agreement or such other time period as the Parties may agree in writing.

2.4 The time period shall be 36 months (with an option of extension up to a total of 48 months).

3.4 Limitation of the Agency' Liability towards the Client

(a) Except in case of gross negligence or willful misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Services, the Agency, with respect to damage caused by the Agency to the Client's property, shall not be liable to the Client:

- i) for any indirect or consequential loss or damage; and
- ii) Agency will maintain at its expenses; Professional Liability Insurance including coverage for errors and omissions caused by Agency's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Agency hereunder OR (B) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (A) or (B) is higher.
- iii) The policy should be issued only from an Insurance Company operating in India.
- iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) and in no case should be for an amount less than stated in the contract.
- v) If the Agency enters into an agreement with Employer in a joint venture or "in association", the policy must be procured and provided to Employer by the joint venture/in association entity and not by the individual partners of the joint venture/association.
- vi) The contract may include a provision whereby the Agency does not cancel the policy midterm without the consent of the Employer. The insurance company may provide an undertaking in this regard.

(b) This limitation of liability shall not affect the Agency' liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Services.

- (c) Professional Liability Insurance may be accepted for initially one year which shall be extended annually for five years. PLI shall be uniformly taken for a period of Six years.

3.5 The risks and the coverage shall be as follows

- (a) Third Party liability insurance with a minimum coverage, of Rs. 5 lakhs for the period of consultancy.
- (b) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.
- (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Agency and of any Sub-Agency, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

3.7(c) The other actions are:

- (i) taking any action under a civil works contract designating the Agency as "Public Relations Agency", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.

3.9 The Agency shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

6.1(b) The amount payable Indian Rupee is: _____.

6.2(a) "Payments for remuneration made in accordance with Clause GC 6.2(a) in shall be adjusted as follows:

Agency shall be paid billing rates as per Financial proposal.

Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and override any other provision to the contrary in this agreement.

7. Fairness and Good Faith

7.1 Good Faith

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

8. Settlement of Dispute

8.1 Amicable Settlement

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

8.2 Dispute Settlement

8.2.1 Arbitration: In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Ahmedabad – India and the arbitration shall be conducted in the English language. The arbitration proceedings shall be governed pursuant to the Arbitration and Conciliation Act, 1996 and amendments thereto from time to time. The award rendered by the arbitral tribunal shall be final and binding on the parties.

IV. Appendices

Appendix A Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B Key Personnel

*[List under: B-1 Titles [and names, if already available], detailed job descriptions
and minimum qualifications. experience of Personnel to be assigned*

B-2 Same information as C-1 for Key local Personnel.

*C-2 List of approved Sub-Agency [if already available]; same information
with respect to their Personnel as in C-1 through C-4]*

Please refer TOR

Appendix C Duties of the Client

As per RFP

Appendix D Cost Estimates

List hereunder cost estimate in INR:

Appendix E Letter of Award

(Letter of Award)

Appendix F Joint Bidding Agreement (in case of JV)

Appendix G-I Format of Bank Guarantee for Performance Security for Lead bidder

(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 M/s Dholera Industrial City Development Limited (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Agency' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Agency, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

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

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

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract 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 Contract between the Client and the Agency any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee

against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the client may have in relation to the Agency's liabilities.

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

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

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

WITNESS:

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

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

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

Appendix G-II Format of Bank Guarantee for Performance Security for JV Partner

(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 M/s Dholera Industrial City Development Limited (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Agency] a [type of company] along with (M/s.) (Name of JV Partner), established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'JV partner' 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] Contract by issue of Client's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the JV Partner, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the JV Partner 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 JV Partner 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 JV Partner. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the JV Partner 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 Contract by the JV Partner nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract 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 Contract between the Client and the JV Partner 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 JV Partner and notwithstanding any security or other guarantee that the client may have in relation to the JV Partner'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 JV Partner /the Bank or any absorption, merger or amalgamation of the JV Partner /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 JV Partner] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS:

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

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

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