

No. P-11014/2/2020-DD-DARPG (Comp. No. 6747)

Government of India
Ministry of Personnel, Public Grievances and Pensions
Department of Personnel, Public Grievances and Pensions
5th Floor, Sardar Patel, Bhavan, Sansad Marg,
New Delhi - 110001

Dated: 7th August, 2020

REQUEST FOR PROPOSAL / TENDER DOCUMENT

Sub: Invitation of Bids for engagement of agency for designing/ content management for two or three Coffee Table Books for the Department of Administrative Reforms & Public Grievances.

(Last date and time for submitting the Bids: 24/08/2020 – 11:00 AM)

Bids (Technical and Financial) in separate sealed covers are invited from 'Multi Media Creative Agencies' and 'Print Media Creative Agencies' empanelled with Bureau of Outreach and Communication (BOC) (erstwhile DAVP), for designing of two or three Coffee Table Books for the Department of Administrative Reforms & Public Grievances. The coffee table books are to be uploaded as e-Book on the online portal of the Department and physical copies of the same may also be distributed to the offices in the Government of India and State Governments etc. Detailed scope of work is mentioned in Part-II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the bid being declared invalid. The bids should be submitted in sealed envelopes along with the soft copy in CD.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

a.	Bids/queries to be addressed to	Sh. Jitendra Sihwag, Under Secretary,
b.	Postal address for sending the Bids	Department of Administrative Reforms & Public Grievances, 5 th Floor, Sardar Patel Bhavan, Sansad Marg, New Delhi-110001
c.	Name/designation of the contact person	Sh. Jitendra Sihwag, Under Secretary,
d.	Tel. number of the contact person	011-23401473, (M) - 9868565442
e.	e-mail ids of contact personnel	jitendra.sihwag@nic.in

3. This RFP is divided into five parts as follows:

W23

Part I: Contains General Information and instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.

Part II: Contains essential details of job brief, services required, scope of works, list of deliverables etc.

Part III: Contains Standard Conditions of RFP, which will form part of the contract with the successful bidder.

Part IV: Contains special conditions applicable to this RFP and which will also form part of the contract with the successful bidder.

Part V: Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and DARPG reserves the right to change or vary any part thereof at any stage. DARPG also reserves the right to withdraw the RFP at any stage.

PART I – GENERAL INFORMATION

1. Last date and time for submitting the Bids: 24/08/2020 – 11:00 AM

The sealed Bids should be deposited / reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Sealed Financial Bids should be submitted at the address mentioned in para (2) at first page of this RFP, by hand or by registered post so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non receipt of Bid documents. Bids sent by FAX or e-mail will not be considered. Only those bids which are submitted to the mentioned address within due date and time will be opened.

3. Time, date and place of opening of Technical Bids: 24/08/2020 – 11:30 AM Conference Room, 5th Floor, DAR&PG, Sardar Patel Bhawan, Sansad Marg, New Delhi -110001

(If due to any exigency, the due date for opening of the proposals is declared a closed holiday, the proposals will be opened on the next working day at the same time or on any other day/time, as intimated by the DAR&PG.)

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. The eligible agencies will be decided based on the qualification documents and all the qualified will be allotted time slot on the same day for Technical presentation in the same venue. This event will not be postponed due to non-presence of representative of any Bidder. Date and time

GA2

for opening Financial Bids (of agencies qualified in the Technical Presentation) will be informed separately.

4. Forwarding of Bids: Bids should be forwarded by the Bidders under their original memo/letter pad inter alia furnishing details like PAN Number, GST Number, Bank Branch address with e-payment Account etc. with complete postal & e-mail address of their office and the mobile number on which the Agency can be contacted.
5. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents may forward the queries vide e-mail to – Jitendra.sihwag@nic.in referring the RFP title, number and date, not later than 2 days prior to the last date of submission of the Technical Bids , no queries will be entertained beyond this period.
6. Modification and Withdrawal of Bids: A bidder may modify or withdraw his/her bid after submission provided that the written notice of modification or withdrawal is received by DARPG prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach DARPG not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
7. Clarification regarding contents of the Bids: During evaluation and comparison of bids, DARPG may, at its discretion, ask the bidder for clarification of his/her bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
8. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.
9. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
10. Validity of Bids: The Bids should remain valid for a period of three months from the last date of submission of the Bids.
11. Preparation of Proposal: The Respondent shall comply with the following related information during preparation of the proposal-
 - a) The Proposal shall conform to provisions of RFP. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
 - b) The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Respondent or duly authorized person(s) to bind the Respondent to the contract. The letter of authorization shall be indicated by written power of attorney and shall accompany the Proposal.

- c) Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposal shall be taken as valid.

PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED

1. Job Brief / Aim & Objective:

The Government of India, Department of Administrative Reforms and Public Grievances (DARPG) invites and receives a number of nominations for grant of Prime Minister's Awards for Excellence in Public Administration. Till 2019, the awards were categorized as (a) Excellence in implementation of select Priority Programmes; and (b) innovative work done by the organizations of Central/ State Governments and Districts. This restructured scheme for this year's PM Awards may be seen at this Department's website link: https://pmawards.gov.in/public/PMA_Scheme_2020.pdf. A brief on all the four categories of Awards may be seen on the Department's website link <https://pmawards.gov.in/public/login>. The write-ups and photographs of the top performing districts, agencies of the government are published in the form of a Coffee Table Book for wider dissemination with the intention that it would inspire others also to do equally well and replicate the success stories.

The Coffee Table Book contains the essential information and photographs depicting the implementation of the select programmes/ schemes and the innovative ideas executed on the ground that made it successful and how it has positively impacted upon the lives of the people.

The Coffee Table Books, among other books published by the Department in previous years may be seen at <https://darpg.gov.in/relatedlinks/publications-books>.

2. Eligibility Criteria (Terms & Conditions):

- i. Agency must be empanelled with BOC as either 'Multi Media Creative Agency' or 'Print Media Creative Agency'.
- ii. The bidders must have office in New Delhi/NCR.
- iii. Agency should not have been blacklisted by any Govt. Department/organizations/PSUs (A Self Declaration must be submitted separately).
- iv. The bidders must submit copy of PAN/TIN, GST registration, annual Income Tax Return for last 3 financial years along with the technical bids. No Bids will be considered, if the documents are not attached. In other words bids will be

considered non responsive in the absence of supporting documents as per this para.

3. Scope of Works:

- A. Work on shortlisted initiatives, theme and content writing, compiling and editing of collected information, including cover designing, layout styling, composing, arranging text, editing/rewriting and proof reading text, arranging photographs & visuals, *making ready to print electronic file*, presenting digitally printed dummy for approval, implementing changes and corrections, and submitting ready to print file on CD with corrected final copy and e-book format.
 - B. Selection of appropriate photographs, system work on photographs to enhance printing quality will also be done by the awarded bidder.
 - C. The bidder shall submit the following without which it shall be presumed that the work has not been completed as per requirements of DARPG: -
 - i. Ready to print file for E-Books as well as for getting it printed in physical form; and
 - ii. Open File.
 - D. The aspect of creativity, innovation, high standard of work, capacity to complete the job within the given time frame and with desired quality will be considered for selection.
 - E. The Particulars of the coffee table book are as follows:-
 - a) Dimension of the book – 10 x 12 inches (Landscape/ Portrait)
 - b) Approximate Number of pages – 140 (excluding cover)
 - c) Language - English
 - d) The design should be suitable for printing on Art Paper of 130 GSM and Cover of 150 GSM
 - e) Photographs (as per requirement) to be provided by the Department
4. The Task/ Schedule of Requirements: The agency must execute all the works as mentioned in scope of work. The agency would have around 30 days (approx) time at its disposal to complete the work. It must be noted that the agency will be engaged only for the designing (and works mentioned in 3 (a) above) job, not for printing of the book.
5. Period of Contract: The contract would be for six months from the effective date of contract. Please note that Contract can be cancelled unilaterally by the DARPG being customer in case services are not received as per quality and standard specified in the RFP and contract within the contracted period. DARPG reserves the right to exercise the option clause and repeat the order clause as per text given in Part IV of this RFP.

UN2

PART III – STANDARD CONDITIONS OF RFP

All the Terms and Conditions provided to the Empanelled Creative Agencies at the time of their empanelment shall be valid and applicable. The details of the Terms and Conditions are available on BOC (erstwhile DAVP) website. The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor/Supplier in the contract) as selected by DARPG. Failure to do so may result in rejection of the Bid submitted by the Bidder. A signed copy of these may be submitted alongwith the submission of Bids.

1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. Effective Date of Contract: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. Arbitration: All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-I.
4. Penalty for use of Undue influence: The agency undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of DARPG or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the agency or any one employed by it or acting on its behalf (whether with or without the knowledge of the agency) or the commission of any offers by the agency or anyone employed by it or acting on its behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle DARPG to cancel the contract and all or any other contracts with the agency and recover from the agency the amount of any loss arising from such cancellation. A decision of DARPG or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the agency. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the agency towards any officer/employee of DARPG or to any other person in a position to influence any officer/employee of DARPG for showing any favour in relation to this or

- any other contract shall render the agency to such liability/penalty as DARPG may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by DARPG.
5. Agents/Agency Commission: The agency confirms and declares to DARPG that the agency is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The agency agrees that if it is established at any time to the satisfaction of DARPG that the present declaration is in any way incorrect or if at a later stage it is discovered by DARPG that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the agency will be liable to refund that amount to the DARPG. The agency will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. DARPG will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the agency who shall in such an event be liable to refund all payments made by DARPG in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The DARPG will also have the right to recover any such amount from any contracts concluded earlier by agency with the Government of India or with DARPG.
 6. Access to Books of Accounts: In case it is found to the satisfaction of DARPG that the agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the agency, on a specific request of DARPG shall provide necessary information/inspection of the relevant financial documents/information.
 7. Non-disclosure of Contract documents: Except with the written consent of DARPG, the agency shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.
 8. Penalty and Liquidated Damages: In the event of the Agency failure to submit the Bonds, Guarantees and Documents, provide the satisfactory services as specified in this contract, DARPG may, at its discretion, withhold any payment until the completion of the contract. DARPG may also deduct from the agency as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.
 9. Termination of Contract: DARPG shall have the right to terminate this Contract in part or in full in any of the following cases:
 - a) The delivery of the creatives are delayed for causes not attributed to Force Majeure for more than 5 days after the scheduled date of deliverable fixed by DARPG.

Q3

- b) The agency is declared bankrupt or becomes insolvent.
 - c) The delivery of creatives is delayed due to causes of Force Majeure by more than 01 months.
 - d) DARPG has noticed that agency has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
 - e) As per decision of the Arbitration Tribunal.
 - f) As per Para (8) of Part IV of RFP.
10. Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
11. Transfer and Sub-letting: The agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.
12. Patents and other Intellectual Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights. The Contractor shall indemnify DARPG against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.
13. Amendments: No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
14. Statutory Duties & Taxes:
- a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the agency. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to DARPG by the agency. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
 - b) If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon DARPG.
 - c) On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the agency at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

15. Pre-Integrity Pact Clause: An "Integrity Pact" would be signed between DARPG & successful agency / bidder. This is a binding agreement between DARPG and Agency for specific contracts in which DARPG promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with DARPG to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- a) A pact (contract) between the DARPG (Principal) and successful Bidder for this specific activity (the successful Bidder);
- b) An undertaking by the Principal (i.e. DARPG) that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c) A statement by successful Bidder that it has not paid, and will not pay, any bribes;
- d) An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;
- e) The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f) Undertaking on behalf of a successful Bidding agency will be made "in the name for and on behalf of the company's Chief Executive Officer".
- g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
 - i. Denial or loss of contracts;
 - ii. Forfeiture of the bid security and performance bond;
 - iii. Liability for damages to the principal (i.e. DARPG) and the competing Bidders; and
 - iv. Debarment of the violator by the Principal (i.e. DARPG) for an appropriate period of time.
- h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

PART IV-SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i.e. the Agency in the contract) as selected by DARPG. Failure to do may result in rejection of Bid submitted by the Bidder.

A signed copy of these may be submitted alongwith the submission of Bids.

1. **Performance Guarantee:** The successful bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract amount before signing of contract. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of Contract period. The specimen of PBG is given in Annexure-II.
2. **Option clause:** The contract will have an Option Clause, wherein DARPG can exercise an option to hire service of the agency for additional number of deliverables as listed in the original contract in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of DARPG to exercise this option or not.
3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein DARPG can order up to same number of deliverables numbered under the present contract within currency of the contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of DARPG to place the Repeat Order or not.
4. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made instead of payment through cheques. The payment will be made upon satisfactory performance of work and no advance payment would be made at any cost.
5. **Paying Authority:** The payment would be made by DARPG on submission of following documents:
 - a) Ink signed copy of the Agency's bills
 - b) Satisfactory Performance report submitted by supervising officer (wherever applicable as per the contract)
 - c) Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account Number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
 - d) Any other document / certificate that may be provided for in the Job Order / Contract.

6. Fall Clause: The following Fall clause will form part of the contract placed on successful Bidder:

- a) The price charged for the services supplied under the contract by the Agency shall in no event exceed the lowest price at which the Agency provides the services of identical description to any persons/organization including DARPG or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.
- b) If at any time, during the said period the Agency reduces the service price or offer to provide services to any person/organization including DARPG or any department of the Central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, such reduction of services offer of the price shall stand correspondingly reduced.
- c) The Agency shall furnish the following certificate to DARPG along with each bill for payment for services made against the contract – “We certify that there has been no reduction in service price of the services provided to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including DARPG or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.”

7. Risk & Expense clause:

- a) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, DARPG shall after granting the Agency seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- b) Should the services thereof not perform in accordance with the specifications/parameters provided by DARPG during the check proof tests to be done by DARPG, DARPG shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- c) In case of a contractual breach that was not remedied within 07 days, DARPG shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services

- d) Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Agency by DARPG.

8. Force Majeure Clause:

- a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e) If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

9. Misc. terms & conditions of the contract:

- a) The agency shall provide the required services as and when demanded by the DARPG. The personnel engaged for the services in the DARPG shall be the employees of the Agency and will take their remuneration/wages from the Agency. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the DARPG. The Agency shall make its own arrangement for commuting the personnel requisitioned, to the DARPG offices wherever located in the areas of New Delhi/Delhi and back.
- b) The agency will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing the services. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Agency and the DARPG shall not be responsible for any such liability. The Agency shall undertake to indemnify the DARPG for any liability under any law arising out providing the services as per the contract.

- c) During the subsistence of the contract, the DARPG shall not undertake any monetary liability other than the amount payable to the Agency for the services as per the contract. Other liabilities, if any, shall be solely rest on the Agency. Even if the DARPG has to bear such liabilities on unforeseen circumstances/occasions, the DARPG will recover such amount from the Agency by adjusting the amount payable to them.
- d) The Agency shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract.
- e) If the Agency fails to provide satisfactory performance, the DARPG shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the contractor, etc. The DARPG reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract.

10. Indemnity:

- a) Mutual Indemnification - Each party shall defend and indemnify the other, its officers and employees from and against any damages to real or tangible personal property and / or bodily injury to persons, including death, resulting from its or its employees' negligence or willful misconduct.
- b) Intellectual Property Indemnities - Bidder shall defend and indemnify DARPG from and against any suit, proceeding, or assertion of a third party against DARPG based upon a claim that any of the system or part of the system supplied by the Bidder including third party components, infringes any valid patent, copy right, trade secret, or other intellectual property right under any country's national or international laws. If a claim pursuant to above occurs, Bidder shall take all necessary remedial actions at its own cost. Bidders shall safe guard DARPG operations and protect DARPG against any penalty and / or liability arising out of such claim.

11. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and DARPG will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

12. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

13. Amendment of Bidding Documents (Corrigendum)

- a) At any time prior to the deadline for submission of bids, DARPG may, for any reason, whether at its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.

- b) In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids DARPG, at its discretion, may extend the deadline for the submission of bids.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria:** The selection of agency will be done through a two bid system i.e. 'Technical' and 'Financial'. All evaluation (Technical & Financial) would be done by a Committee duly constituted by the Competent Authority in DARPG. During evaluation of Proposals, DARPG, may, at its discretion, ask the Respondents for clarification of their Proposals. The process for Evaluation / Selection is as given below:

- Preliminary Scrutiny: Preliminary scrutiny of the eligibility will be done to determine whether the Proposal is complete, whether the documents have been properly signed and whether the bid is generally in order and given by due date. Bids not conforming to such preliminary requirements will be prima facie rejected.
- Technical Evaluation: Technical proposal of each agency must contain detail design framework and a draft design and layout of 8 pages + 2 cover pages (i.e. Front and Back Cover) as per the scope of work. (Sample Text material for technical proposal is annexed). Technical Bids would be opened only for those Respondents, who are found eligible based on the documents submitted. Hard copy of the Technical proposal, properly signed and stamped should be placed in the envelope. If a Technical Bid is determined as not substantially responsive, the committee will reject it. The parameters to be used for evaluation of technical proposal and presentation will be based upon:

Layout/ Design	40 Marks
Overall Treatment	60 Marks
Total	100 Marks

- **Technically qualified Respondents:** All Agencies securing minimum of 70% marks in Technical Evaluation will be shortlisted by DARPG. Financial Bids of only those agencies who secure a qualifying Technical Score of minimum 70% will be considered / opened.
- **Financial Bids:** The Agencies are required to provide one financial proposal (in INR) (along with Technical Bids in separate envelopes properly marked and sealed) providing rates for the Exhibition to cover the scope of work and activities as per their respective technical proposal. Rate should be given in the format as per

Annexure-III. The total cost will be the determining factor of the Financial Proposal. Financial Proposals will be opened in the presence of the Respondents who choose to be present. All concerned will be informed individually.

▪ **Marks for Financial Proposals will be given as follows:**

- $L1 \text{ (Lowest Quoted Rate / Cost)} = \text{Full 30 marks}$
- $L2 = (L1 \text{ rate} \times 30) \div L2\text{'s quoted rate}$
- $L3 = (L1 \text{ rate} \times 30) \div L3\text{'s quoted rate and so on}$

- The final selection will be done on the basis of combined Quality Cum Cost Based Selection (QCCBS) procedure. The contract will be awarded on the basis of highest combined score of Technical and Financial Evaluations. For this purpose of determining T1L1, 70% weightage would be given to technical proposals and 30% to financial proposals where L1 (lowest quote) will be marked full 30 marks and marks of the L2 and L3 would be worked out proportionately
- The decision of the committee will be final and binding. DARPG reserves the right to accept or reject a proposal without assigning any reason thereof.
- The Bidders are required to spell out the rates of GST in unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entrained after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have the documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him/her even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations if required as decided by DARPG. DARPG also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to provide the services within stipulated time and the same will be placed at Lowest-1 rate.

2. **Award of Contract:** After final evaluation of the financial bids, DARPG will notify the successful Respondent in writing that their Bid has been accepted.

3. **Disqualifications:** The DARPG on behalf of Government of India may at its sole discretion and at any time during the evaluation of Bids / Proposals, disqualify any Respondent, if the Respondent has:

- a. Submitted the Proposal documents after the response deadlines.
 - b. Made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three year.
 - d. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
 - e. Failed to provide clarifications related thereto, when sought;
 - f. Submitted more than one Proposal;
 - g. Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted;
 - h. Submitted a proposal with price adjustment/variation provision.
4. The Respondent is expected to examine all the instructions, guidelines, terms and conditions as notified on BOC website at the time of Empanelment of Creative Agencies.



(JITENDRA SIHWAG)

Under Secretary to the Government of India

Tel: - 011-23401473; Mob. 9868565442

Email: jitendra.sihwag@nic.in



Format of Arbitration Clause – Indigenous Private bidders

- 1) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
- 2) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- 3) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- 4) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- 5) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- 6) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- 7) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

Performance Bank Guarantee
Format

From:

Bank

To

The President of India through Department of
Administrative Reforms & Public Grievances,
Ministry of Personnel, Public Grievances & Pensions,
Government of India
New Delhi.

Dear Sir,

1. Whereas you have entered into a contract No. Dt.
(hereinafter referred to as the said Contract with M/s.....
..... hereinafter referred to as the "Contractor/Supplier" for supply of services as per
Part-II of the said contract to the said contractor and whereas the contractor/supplier has
undertaken to produce a bank guarantee for 10% of total Contract value amounting
to.....to secure its obligations to the President of India. We
the..... Bank hereby expressly, irrevocably and unreservedly
undertake and guarantee as principal obligors on behalf of the contractor/supplier that,
in the event that the President of India declares to us that the goods have not been supplied
according to the Contractual obligations under the aforementioned contract, we will pay
you, on demand and without demur, all the any sum up to a
maximum of Rupees.....only. Your written demand shall be
conclusive evidence to us that such repayment is due under the terms of the said contract.
We undertake to effect payment upon receipt of such written demand.
2. We shall not be discharged or released from this undertaking and guarantee by any
arrangements, variations made between you and the Contractor/supplier indulgence to the
Contractor/Supplier by you, or by any alterations in the obligations of the
Contractor/Supplier or by any forbearance whether as to payment, time performance or
otherwise.
3. In no case shall the amount of this guarantee be increased.
4. This guarantee shall remain valid for 14 months from the effective date of contract according
to the contractual obligations under the said contract.
5. Unless a demand or claim under this guarantee is made on us in writing or on before the
aforesaid expiry date as provided in the above referred contract or unless this guarantee
is extended by us, all your rights under this guarantee shall be forfeited and we shall
be discharged from the liabilities hereunder.
6. This guarantee shall be a continuing guarantee and shall not be discharged by any change in
the constitution of the bank or in the constitution of M/s.....

Format for Financial Proposal

The Financial / Price Bid format is given below and Bidders are required to fill this up correctly with full details on their letter heads indicating Rs. in figure for **each** Coffee Table Book.

Media	Cost in INR
Coffee Table Book (10 x 12 inches) Multi Colour English for <u>each</u> Coffee Table Book (Unit Price) – 140 Pages.	

- The rates will include all costs for the jobs mentioned in the scope of work of the RFP but exclusive of GST.
- In case the number of pages in the final product is significantly more or less, the cost would be calculated on proportionate basis.

No extra payment to be made by DARPG for adaptations (if any), which would mean:

- i. Any change in size of the creative with other creative inputs remaining the same.
- ii. Any correction of or change of the image or addition of a detail in the same template to suit the local requirements,
- iii. To include the logo of the state Government or any other logo as per the requirements of the campaign

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my / our knowledge and I have read and understood the terms and conditions contained in the RFP/ Tender Document. I understand that in case any deviation is found in the above statement at any stage. I / We will be blacklisted and will not have any dealing with the DARPG in future.

(Signature of Authorized signatory with date and Seal)