

Government of Chhattisgarh

Directorate of Industries

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Tender Notice

879/general/2025

Raipur, Date 17-01-2025

Directorate of Industries invite online proposal from eligible bidders for Selection of an Agency for “Request for Selection of Professional Communication Agency for Investment Promotion and Investor Connect”. The Information cum Tender document can be downloaded from website <http://eproc.cgstate.gov.in> & www.industries.cg.gov.in.


Director
Directorate of Industries

Request for Proposal
for
“Selection of Professional Communication Agency for
Investment Promotion and Investor Connect”



Issued By:
Director, Directorate of Industries
Udyog Bhawan, Telibandha Ring Road no 1
Raipur, Chhattisgarh

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The information contained in this Request for Proposal (“**RFP**”) Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Directorate of Industries (“**DOI/DoI**”) or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the DOI to any party other than the prospective bidders who are qualified to submit the Proposal (“**Bidders**”). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposals for qualification pursuant to this RFP Document. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by the DOI in relation to the Project. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the DOI, their employees, or advisors to consider the investment objectives, financial situation, and particular needs of each party who reads or uses this RFP Document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

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

The issue of this RFP Document does not imply that the DOI is bound to select and appoint the selected Bidder or Service, as the case may be, for the Project, and the DOI reserves the absolute right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Nothing in this RFP Document shall constitute the basis of a contract that may be concluded in relation

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to the Project, nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Project. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of the DOI or to any other person in a position to influence the decision of the DOI for showing any favor in relation to this RFP Document or any other contract, shall render the Bidder to such liability/penalty as the DOI may deem proper, including but not limited to rejection of the Proposal of the Bidder and forfeiture of its Bid Security.

Each Bidder's procurement of this RFP Document constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFP Document, the recipient agrees that this RFP Document and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereto.

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INFORMATION AND INSTRUCTIONS TO BIDDERS FOR E-TENDERING
(Application for inviting open bids)
Notice Inviting Tender

Chhattisgarh government has introduced many initiatives on Industrial front to gear-up the socio-economic growth in the State. The Government understands the vital role private sector would play in the state's overall economic development. Numerous policies and other regulatory initiatives have been rolled out by the Government in past few years which has made the investment ecosystem conducive. The vision has been to develop Chhattisgarh as a Hub of Investment, accelerate industrial and economic growth and create substantial employment opportunities.

As part of its endeavor to promote the state as a leading investment destination, active investor outreach program encompassing domestic, national and international investor meets, embassy connect programs and virtual seminars are being organized under Invest Chhattisgarh campaign.

Director Industries, a Government of Chhattisgarh organization is the nodal agency for investment facilitation in the State. DIRECTOR INDUSTRIES has been focusing on marketing and branding Chhattisgarh as the ideal investment destination in the country. DIRECTOR INDUSTRIES is the nodal agency for the organization and publicity of 'Invest Chhattisgarh' Summit and activities thereto.

Online E-bids under one stage two-envelope bidding process are invited from reputed, interested, eligible and experienced PR firms for Industries Department, Chhattisgarh. The period of work would be **Two (2) Years** from the date of signing of contract. Reputed firms are invited to submit unconditional Technical and Financial Proposals (RFPs) to Director Industries, Chhattisgarh for undertaking PR activities for the Industries Department.

The details can be viewed and downloaded online directly from the Government of Chhattisgarh e-Procurement Portal <https://eproc.cgstate.gov.in> and <https://industries.cg.gov.in> from 29/01/2025 08:00 Hours (IST). Dully filled RFPs can be submitted online latest on 18.02.2025 by 5:00 PM.

For more details on the tender and bidding process you may please visit the above-mentioned portal.

1. All eligible/interested Bidders are mandated to get enrolled on es-Procurement portal.
2. Bidders can contact Help Desk for any clarification of their doubts regarding the process of Electronic Procurement System. Help Desk at Toll Free No. 1800 419 9140 or through Email ID helpdesk.eproc@cgswan.gov.in
3. The RFP can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
4. Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspaper but shall be published in the <https://eproc.cgstate.gov.in> only. The undersigned reserves the right to change the terms and conditions, select/reject any application without assigning any reason thereof.
5. Bid Submission
Bid submission will be done online through <https://eproc.cgstate.gov.in> only.

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- Bidders are required to submit One Original Hard Copy of Pre-Qualification & Technical Evaluation Documents, along with Power of Attorney in sealed cover separately up to 05:00 PM on last date of bid submission. Financial Proposal should not be submitted in hard copy.
- Please note that only online bids will be considered for evaluation of offers.
- Self-Certification by the bidder letter head stating that online and offline offer are identical in all respects as needs to be submitted mandatorily.

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Fact Sheet

1	Name of the project	Request for Proposal for the selection of professional agency for Investment Promotion and Investor Connect
2	RFP Issued by	Director, Directorate of Industries, Raipur
3	Date of Issue of RFP	17-01-2025
	Date for sending Pre bid queries	04-02-2025
5	Pre-bid meeting Date	05-02-25 at 12:30 PM through WebEx Online Video Conferences (Pls. refer the instructions for attending pre-bid meeting VC Link will be published a day prior to the pre bid meeting on following portals https://eproc.cgstate.gov.in & https://industries.cg.gov.in
6	Publishing of Prebid Query Response	Response will be published on following portals https://eproc.cgstate.gov.in & https://industries.cg.gov.in)
6	Period of Contract	The engagement of Agency would be for 2 (Two) years and can be further extended for one year based on mutual agreed terms & conditions of this contract
7	Estimate Cost of the Work	INR 2.5 Crore annually
8	Cost of RFP document	INR. 5,000.00 (Five Thousand)
9	EMD amount	<i>INR. 5,00,000/- (Online or original EMD as part of the Technical Bid submitted in hard copy)</i>
10	Performance Bank Guarantee	5% of the Total contract value shall be submitted as Performance Bank Guarantee in the form of Bank Guarantee/FDR/TDR as per Section 4 Clause 4.13 of the RFP
11	Last date and time of submission of Bid (Online)	18-02-2025 at 5:00 PM
12	Last date and time of submission of Hard copy of the Technical Proposal	18-02-2025 at 5:00 PM
13	Opening of Technical Bid	18-02-2025 at 05:10 PM
14	Date of Technical Presentation	Time & Date will be intimated later
15	Opening of Financial Bid	Time & Date will be intimated later

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16	Selection Method	Quality-Cost Based System (QCBS) system where 70% weightage to Quality(Technical Proposal) and 30% weightage to Cost (Financial Proposal)
17	Place of obtaining RFP Document	The tender can be downloaded from website of DOI Website URL: https://eproc.cgstate.gov.in & https://industries.cg.gov.in
18	Email for Correspondence	dtic-directorate.cg@gov.in
19	Validity of Proposal	Proposals must remain valid for 180 days after the date of submission
20	Bid Submission	<p>Bid submission will be done online through https://eproc.cgstate.gov.in only.</p> <ul style="list-style-type: none"> • Bidders are required to submit One Original Hard Copy of Pre-Qualification & Technical Evaluation Documents, along with Power of Attorney in sealed cover separately up to 05:00 PM on last date of bid submission. Financial Proposal should not be submitted in hard copy. • Please note that only online bids will be considered for evaluation of offers. • Undertaking by the bidder that online and offline offer are identical in all respects on bidder's letter head is mandatory to be enclosed
	Consortium or JV	Not Permitted
<p>Note</p> <p>1. The date of opening of the commercial bids will be intimated to the qualified Bidders before the due date through Email or Telephone.</p> <p>2. Director, Directorate reserve the right to change any schedule of bidding process. Please visit https://eproc.cgstate.gov.in regularly for the same.</p>		

SECTION 1: SCOPE OF WORK AND TERMS AND CONDITIONS

1.Scope of work and Terms and Conditions:

1.1 Scope of Work

- a) Increase visibility of Chhattisgarh in national level print media, Digital Media and Electronic media (Television & Radio).
- b) Promoting unique stories, newsworthy development of Chhattisgarh in National media (Print/Digital/Television/Radio).
- c) Creating a favorable image of the state among the decision makers to attract industrial investment in to the state.
- d) Improving brand perception and creating awareness about Chhattisgarh as an ideal investment destination.
- e) Targeting the investors in the focus sectors and disseminating information. The scope of the assignment shall cover the following, but not limited to:

1.1.1 MEDIA MANAGEMENT:

The role of the PR Agency is to supervise regular PR activities, prepare and distribute press releases and is responsible for helping DIRECTOR INDUSTRIES to achieve maximum exposure and build credibility

- i. Develop and implement a comprehensive media strategy to promote the Department's initiatives and events.
- ii. Build and maintain relationships with media personnel, including editors, journalists, and influencers.
- iii. Secure media coverage in national and state-level newspapers, magazines, and online portals.
- iv. Craft and disseminate press releases, media advisories, and other communication materials.
- v. Monitor and analyze media coverage, providing regular reports and recommendations.
- vi. Prepare monthly Media Plan and present it to the client for approval and implementation.
- vii. Promote investor road shows /conferences/ Conclave organized by DIRECTOR INDUSTRIES.
- viii. Prepare content for press releases, news articles, messages, promotional articles, features, in English and in vernacular language (English & Hindi) for publication as per requirement of the client from time-to-time basis.
- ix. Making arrangements for media coverage/conference for investment promotion events organized in the country. The focus should be on inviting prominent journalists to such events. In case, additional expenditure has to be made for making arrangements for media coverage/conference, the client will bear the cost as per actual subject to prior approval of the expenditure.
- x. Ensure proper visibility of contents and promotion through print, digital & electronic media for both domestic and international audience. Co-ordinate with DIRECTOR INDUSTRIES for better visibility in the regional papers, regional TV channels, and regional Radio.
- xi. Media listening and Analysis is part of the scope of the assignment. Through this the agency is expected to spot the trends before niche stories break, ensuring the State gets better mileage from the news.
- xii. The agency should always take proactive measures rather than being reactive to a particular issue, story and /or event.
- xiii. Engage with PR agencies of large companies operating in the State for promotion of State as an investment destination on various platforms

1.1.2 EVENT MANAGEMENT:

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On an average DIRECTOR INDUSTRIES 15-20 events / Seminar/ Roadshows during a year. The PR & Communication & Social Media Agency is expected to carry out the following work during a particular activity.

- I. Conceptualize, plan, and execute roadshows, events, conferences, and seminars to promote the Department's initiatives.
- II. Coordinate with stakeholders, including government officials, industry leaders, and experts.
- III. Manage event logistics, including venue selection, catering, and audio-visual arrangements.
- IV. Develop event marketing materials, including brochures, posters, and social media content.
- V. Ensure timely and successful execution of events.
- VI. DIRECTOR INDUSTRIES may ask the agency to facilitate during an event.
 - a. Live twitting / posting on the social media platforms. Approximately 5/6 events annually.
 - b. Facilitate You tube live. Approximately 5/6 events annually. Cost will be borne by DIRECTOR INDUSTRIES.
 - c. Recording testimonial of speakers and eminent persons, capturing pictures and videos during those events is also part of the Scope of the Assignment. The agency may use these raw footages and prepare testimonial videos using animation, background music and supers. Cost will be bear by DIRECTOR INDUSTRIES
- VII. In case any of the resource requires to travel out station to facilitate during a roadshow (within India), DIRECTOR INDUSTRIES will bear the cost of travel & accommodation of the resource as per the guideline of DIRECTOR INDUSTRIES

1.1.3 SOCIAL & DIGITAL MEDIA MANAGEMENT:

Objective of this assignment is to leverage the strong presence in existing social networks and increase the fan following base, enhancing the brand perception among the common people and reaching out to the targeted audience to disseminate the information and lead generation. The agency shall prepare the creative message in form of text, pictures, animation, audio & video. The communication in the social & digital platforms will create a positive perception about the state resulting more investment to the State.

- I. Develop and implement a social media strategy to promote the Department's initiatives and events.
- II. Create and curate engaging content for various social media platforms.
- III. Manage and maintain social media accounts, including Facebook, Twitter, LinkedIn, and Instagram.
- IV. Monitor and respond to comments, messages, and reviews on social media.
- V. Provide LIVE coverage of campaigns and events on social media platforms, including:
 - Facebook Live and YouTube Live streaming
 - Twitter live updates and Q&A sessions.
 - Instagram live stories and reels.
 - LinkedIn posts
- VI. Manage online reputation by monitoring and addressing negative mentions or reviews across platforms, developing crisis management strategies and implementing proactive communication to enhance department perception.
- VII. Analyze social media metrics and provide regular reports and recommendations.

1.1.4 MEDIA RELATION:

Provide news worthy stories about activities / initiatives of DIRECTOR INDUSTRIES. Arrange regular interaction of top journalists with decision makers of the state and share content with journalists

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- to build stories on various aspects. The agency shall also be responsible for managing crisis and damage control in case there is a situation which might harm the image of DIRECTOR INDUSTRIES
- i. DIRECTOR INDUSTRIES experts the agency leverage on its own relation with the media house to pitch in articles by sending data backed stories, maintains relevant media lists, and manages all follow-throughs with reporters and journalists.
 - ii. Organize at least one telephonic interview in a month with leading journalists of national repute with the objective of coverage in print and/or in electronics media.
 - iii. Organize quarterly visits of 3 no of reputed journalists of national dailies/TV news channels to the State to promote the initiatives of the State Government for industrial development with the objective of coverage in print and/or in electronics media. Cost will be borne by DIRECTOR INDUSTRIES
 - iv. The agency is required to make primary & secondary research on various scenario of the state and gather data points, which can be converted into content that will pique interest with prospective journalists. Such kind of stories backed with data tends to get better results.
 - v. Publication of at least 4 such type of stories/article (during a quarter) regarding the State in any of the leading national edition of national print dailies (any of top 5 circulation in English, Hindi & Business national print daily/ national TV news channels / National or International magazines).
 - vi. Releasing 10 major stories/articles (during a quarter) in leading news websites/ blogs/ digital platform. All the coverage received shall be shared as part of the monthly progress reports.
 - vii. Crisis management- Give early warning to the client in case of any issue or dispute is gaining traction. Execute the crisis management plan and start damage control in case there is a serious situation which might harm the image of DIRECTOR INDUSTRIES
 - viii. Influencer Marketing & Blogger Relations- Relationship with influencers and managing influencer sponsorships or engaging with an unpaid network of organic brand advocates, influencer marketing and blogger relations are increasingly important for creating visibility of DIRECTOR INDUSTRIES among

1.1.5 REGULAR ACTIVITIES:

- i. The agency must propose social media strategy during the monthly /quarterly review meetings. DIRECTOR INDUSTRIES may opt for inorganic promotion to achieve, increase the follower base, increase traffic to the DIRECTOR INDUSTRIES, website and lead generation. Expenses towards the paid promotion will be borne by DIRECTOR INDUSTRIES.
- ii. Developing post copies and creative contents in the form of text, pictures, GIFs, smart art, animations, story board, audio & video on the subject of Government schemes, programs, policies and ongoing activities. The content to be promoted through the DIRECTOR INDUSTRIES social media pages and handles mentioned above.
- iii. Plan & execute 4 relevant campaigns in social media during the year. The agency needs to conceptualize the campaign, define goals and objective of the campaign, identify channels (in both social and/or digital) where the campaign to be run, prepare the content calendar with supporting visual contents and approve all the post copies and creative before starting the campaign. Monitor and respond to the campaign, analyze and findings of the campaign to be done by the agency.
- iv. Strategize and run targeted campaigns on LinkedIn to generate domestic/ international investment leads in the focus sectors of the State.
- v. A broad estimated number of posts to be developed by the agency. These following figures are not inclusive of the event specific posts or the posts during a particular campaign.
- vi. Provide monthly social media analytic reports on the performance of various handles including traffic analysis, fan/follower growth, engagement analysis, influencer report, trend analysis etc. & relative

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- performance of the State compared to other states/countries. Also, use an industry standard monitoring tool for analyzing comments/remarks about Chhattisgarh in various online media, social media platforms nationally & internationally.
- vii. Director INDUSTRIES YouTube Channel: All video content needs to be optimized for YouTube and hosted on DIRECTOR INDUSTRIES YouTube channel
 - viii. Amplify and promote the content/posts/pages on various properties in consultation with DIRECTOR INDUSTRIES through paid and organic promotion.
 - ix. In the event of certain unforeseen occurrences, which may have potential of creating negative perception of the State, the Social & Digital Media Agency will have to take necessary steps in a proactive and immediate fashion to mitigate such matters on all platforms. Actions taken in this regard across various platforms to be shared in the monthly progress report.
 - x. Any other Social or digital media related work for investment promotion of the State, as directed by DIRECTOR INDUSTRIES
 - xi. The agencies are advised to visit the social media handlers of DIRECTOR INDUSTRIES to understand the quantum of work and creative/content expectation of client.

1.2 Detail of Key Personnel

Directorate of Industries is seeking a bidder, which has the capability to bring together a team of professionals and sub-professionals capable of completing all aspects of the assignment. The bidder should have a proven capacity to carry out the scope of work which includes inter-alia;

- (a) Press Releases
- (b) Press Interviews
- (c) Media Meetings
- (d) Featured article placement in print/electronic media
- (e) Regional Media coverage
- (f) Electronic Channel Coverage
- (g) Press Conferences / Media briefing.
- (h) Develop message content
- (i) Profile/portfolio of journalists,
- (j) Talking points, FAQs, contributory articles, info graphics, etc.
- (k) Impact analysis of PR activities
- (l) Coordinating PR activities through media influencers, etc. including all other components as mentioned in Scope of Work and in this RFP.

The scope of services would require a multi-disciplinary team having a mix of regional and national experience with a high degree of management and technical expertise related to various aspects of the Project.

It is desirable that the bidder shall utilize the services of domain specialists, if required, to work on the project effectively.

1.2.1 Key Composition

The bidder's team shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified in Scope of Work. Details to be filled in Annexure 9 and Detailed CV as per Annexure 10

Each of the Key Personnel must fulfill the Conditions of Eligibility specified below: -

S. No	Resource /Role	Nos.	Minimum Qualification & experiences required
1.	Team Lead	1 (One)	<ul style="list-style-type: none"> • 10+ Years of professional work experience • Minimum Post graduate qualification in MBA/ Journalism/ Media/ Marketing or Equivalent • 4+ years of Public Relation activity related experience preferable in

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S. No	Resource /Role	Nos.	Minimum Qualification & experiences required
			Government projects
2.	Content Head	1 (One)	<ul style="list-style-type: none"> 7+ Years of professional work experience Minimum Post graduate qualification preferably in MBA/ Journalism/ Media/ Marketing or Equivalent 4+ years of relevant experience preferably in Government projects Exceptional communication, writing and conceptualization skills
3.	Design Head	1 (One)	<ul style="list-style-type: none"> 7+ Years of professional work experience Minimum graduate qualification in any discipline with certificate in Multi Media/Graphic Designing/ Editing etc 4+ years of relevant experience preferably in Government projects
4.	Media Content Writer	1 (One) English and 1 (One) Hindi	<ul style="list-style-type: none"> 5+ years of professional work experience Minimum Masters or equivalent in Mass Communication/ Journalism/ PG Diploma in Branding or Communications/MBA (Marketing & Branding) 2+ years of relevant experience preferable in Government projects
5.	Event Manager	1 (One)	<ul style="list-style-type: none"> 5+ years of professional work experience Minimum Bachelor's degree in event management/ PR/ marketing/ hospitality management 2+ years of experience in organizing government event, overall work plan and conceptualization of conduct of the meeting (from arrival of delegates to departure).
6.	Content Writers (English & Hindi)	2 (Two) English and 2 (Two) Hindi	<ul style="list-style-type: none"> 5+ Years of professional work experience Minimum Post graduate qualification preferably in Journalism/ Media/ Literature or Equivalent 2+ years of experience preferably in Government projects Exceptional communication, writing and conceptualization skills
7.	Graphic Designer	4 (Four)	<ul style="list-style-type: none"> 5+ Years of professional work experience Minimum graduate qualification in any discipline with certificate in Multi Media/Graphic Designing/ Editing etc 2+ years of experience preferably in Government projects
8.	Video Editor	2 (Two)	<ul style="list-style-type: none"> 5+ Years of professional work experience Minimum graduate qualification in any discipline with certificate in Multi Media/ Video creation/Editing etc. 2+ years of experience with preferably in Government projects
Total manpower - 16 (Sixteen)			

1.2.2 Additional Points regarding Team Deployment

1. The Consultant shall deploy the above-mentioned resources onsite at Raipur on an exclusive basis and as indicated in their proposal submitted to Directorate of Industries., in order to ensure that the project is completed as per timelines indicated in deliverables and as per agreed milestone in the approved final PR Plan.
2. The 16 key personnel shall be working in this project full time and the client may request the bidder to increase the number of resources based on the work requirement for the project duration.
3. The office space and necessary arrangements for the above-mentioned team will be provided by the Directorate of Industries. The Chief PR Coordinator (Team Leader) will be the single point of contact for overall execution of work.

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4. The bidder shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of the Directorate of Industries.
5. The payment towards deployment of additional resources shall be made in accordance with the rate card provided. The rate once provided by the bidder shall be valid for throughout the contract period.
6. Attendance of the Key Personnel as above shall be stationed at Directorate of Industries office, Raipur. Attendance will be marked in office of Directorate of Industries either in a manual register or through Bio-metric based on the direction at the level of Directorate of Industries. The selected bidder has to submit a declaration of team deployment every quarter and same will be submitted as supporting document for payments. Absence without a justified cause/reason would attract deductions proportionately and suitable penalty as determined by Directorate of Industries.
7. The firm may use the staff located at their H.Q./ branch offices for coverage, attending/coordinating for roadshows/events, content writing or any other work as per requirement to fulfill the scope of the work.

1.2.3 Recoveries, Penalties and Liquidated Damages

Recoveries

Recoveries of liquidated damages, short supply, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, rejected articles and in case of failure in satisfactory replacement by the bidder along with amount of liquidated damages shall be recovered from his dues and security deposit available with the Directorate of Industries. In case recovery is not possible recourse will be taken under the prevalent law/Act in force.

Penalties:

- (i) Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed only in case, the resource leaves the organization by submitting resignation with the present employer. In case of failure to meet the standards of the client, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit. The replaced resource will be accepted by the Industries Department only if he/she meets the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the client. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the Industries Department.
- (ii) To reduce the replacement of Key Resources the penalty shall be applicable as follows:

Designation	1 st time replacement	For & after 2 nd time replacement
Team Leader	1,00,000	Penalty to be increased by 10% maximum upto 150% of the penalty amount i.e. 1,50,000/ replacement.
Other Resources	50,000	Penalty to be increased by 5% maximum upto 125% of the penalty amount i.e. 62,500/ replacement.

- (iii) The replacement against the position shall meet the minimum qualification and experience required for that position. Lesser experienced or qualified candidates would outrightly be rejected.
- (iv) The qualification and experience of the position can be modified as per the request/consent from the competent authority.
- (v) Note: The penalty shall be applicable only once when the replacement of resource happens and from subsequent month the payment shall be made 100% without any penalty. Also, the deductions shall be applicable only on the individual getting replaced.
- (vi) The Penalty shall not be applicable if the replacement is instructed by the Industry Department.
- (vii) Failing to deploy the requisite manpower in the prescribed timeline, the consultant shall be liable to pay a penalty as follows:

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S. No	Designation	Penalty Amount
1.	Team Leader	INR 25,000/ Week of Delay.
2.	Other Resources	INR 15,000/ Week of Delay

(viii) For all resource deployed for the said contract, if any resource is proposed to be absent from the services for more than 14 consecutive days then a replacement of the said resource needs to be provided by the consultant without any additional cost. However, failing to deploy the requisite replacement, the consultant shall be liable to pay a penalty for the number of days the said resource is absent, more than the prescribed days at the per day rate as derived from the penalty amount in Sr.no c). The employer shall have the right to waive such penalty if considerable ground is available for prolonged absence due to any undue incidences/emergencies.

(ix) Delays not attributable to consultant shall be exempted based on approval of the client

1.2.4 Liquidated damages: The maximum penalty during the contract period shall be 10% of the contract price. If the penalties deducted reach the prescribed value, then the client shall have right to terminate the contract and forfeit the Performance Bank Guarantee.

1.2.5 Termination: Directorate of Industries may terminate the Contract of the bidder in case of the occurrence of any of the events specified below:

- If the bidder becomes insolvent or goes into compulsory liquidation.
- If the bidder, in the judgment of Directorate of Industries, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- If the bidder submits to the Directorate of Industries a false statement which has a material effect on the rights, obligations or interests of Directorate of Industries
- If the bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Directorate of Industries
- If the bidder fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In case of such an occurrence Director, Directorate of Industries shall give a written advance notice before terminating the Contract of the bidder.

1.2.6 Force Majeure

- The bidders shall not be responsible for failure or delay in performing their obligations under pressure(s) due to force majeure, which shall include but not be limited to war (invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage), Act of God, epidemic, cyber terrorism / cyber criminals, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion.
- If the circumstances leading to force majeure occur, the affected party shall give a notice thereof to the other party. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.
- That Security Deposit/Performance guarantee shall not be invoked in case of force majeure situation(s).

1.2.7 Arbitration and Jurisdiction

1.2.7.1 Arbitration

- In event of any dispute or difference between the Directorate of Industries and the bidder, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Additional Chief Secretary, Industries. The provision of Arbitration and Conciliation Act, 1996 (No.26 of 1996) or any subsequent amendment or re-enactment thereof ("Act") shall be applicable to

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the arbitration. The place of such arbitration shall be Raipur and the language of arbitration proceedings shall be English. The Venue of such arbitration shall be at Raipur or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the Directorate of Industries and the bidder. The cost of the arbitration shall be shared equally by the Directorate of Industries and the Selected Bidder to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

- (b) Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; the Directorate of Industries and the bidder shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

Jurisdiction

- (a) The place of such arbitration shall be Raipur and the language of arbitration proceedings shall be English.
- (b) The contract shall be governed by laws of Chhattisgarh/India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract bid.
- (c) All legal proceedings, if necessary, arise to institute by any of the parties (Government or bidder) shall have to be lodged in courts situated in Raipur city and no elsewhere.
- (d) Services shall be made available at the office: Director Industries, Head Office 1st Floor, Udyog Bhawan, Telibandha, Ring Road No.1, Raipur, Chhattisgarh, India or at departments or location specified as per the requirement.

SECTION 2- MIMIMUM ELIGIBILITY CRITERIA

2. Minimum Eligibility Criteria

2.1 The proposals will be evaluated by a DOI committee based on the pre-qualification, technical and financial details submitted by the Bidder.

S.no	Criteria	Mandatory Supporting Documents to be submitted
1.	<p>Legal Entity - The following entities are allowed to participate in the bidding process:</p> <ul style="list-style-type: none"> • Companies registered under the Indian Companies Act, 2013/1956. OR • Partnership firms registered under the Limited Liability Partnerships (registered under LLP Act, 2008) OR • Partnership firms registered under the Indian Partnership Act, 1932 OR • A Society registered under Societies Act, 1860 and having a Valid GST Registration in India. 	<ul style="list-style-type: none"> • Certificate of Incorporation • Copy of GST Registration Certificate. • Copy of PAN
2.	<ul style="list-style-type: none"> • The bidder should be a single Business Entity. (Any kind of consortium/ Joint Venture is not allowed). • The Bidder should have a registered office and operations in India. • The Bidder should be operational in India for at least last seven (7) years in PR services as of 31st March 2024. 	<ul style="list-style-type: none"> • Certificate of incorporation/ LLP registered in India. • Work orders from client as support for showing work undertaken in past 7 years as on 31.03.2024 (One for each year)
3.	<ul style="list-style-type: none"> • The bidder should have average annual turnover from PR activities in India of at least Rs. 10 crore in the last three financial years. (2021-22, 2022-23, 2023-24). • Bidder should have positive Net worth after tax during each of the last three financial years namely 2021-22, 2022-23, & 2023-24. 	<ul style="list-style-type: none"> • CA certificate certifying Average Annual Turnover and positive Net Worth
4.	The bidder should have minimum employment of 50 professionals in PR across India	<ul style="list-style-type: none"> • (Self-Certificate on the letterhead of the bidder signed by HR/Authorized signatory with the bidder's seal and stamp)
5.	Blacklisting: The bidder should not have been debarred and/or blacklisted by any State/Central Govt./ ULB /Semi- Government Organization/ PSU in India.	Bidder should submit: Self-declaration that the Bidder is not debarred and/or blacklisted as on the date of issue of this RFP. Self- Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory on its company letter head.

SECTION 3: INSTRUCTIONS TO THE BIDDER

3. Instructions to the Bidder:

3.1 General:

- a. While every effort has been made to provide comprehensive and accurate background Information and requirements and specifications, Bidder must form their own conclusions about the RFP requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidder may be treated as contractually binding on the Bidder, on successful award of the assignment by the DOI on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DOI. Any notification of preferred Bidder status by DOI shall not give rise to any enforceable rights by The Bidder. DOI may cancel this RFP at any time, prior to being executed, by or on behalf of DOI.
- d. This RFP supersedes and replaces any previous public documentation & communications, and Bidder should place no reliance on such communications.
- e. The DOI intends to adopt Quality cum Cost Based Selection (QCBS) based Selection bidding process for the “Selection of professional communication agency for Investment Promotion and Investor Connect for a period of 2 Years from the date of signing of agreement with provision of extension of another one year. Extension is subject to satisfactory performance by the Agency and as decided by DOI.
- f. The proposal will be evaluated on the basis of the evaluation criteria set out in the RFP document.
- g. DOI with its own initiative or in response to clarifications, requested by any Bidder, modify the RFP document, by issuance of addenda / amendment / corrigendum, by uploading the same in its website.
- h. The proposal shall remain valid for a period of 180 days from the date of the opening of RFP (Proposal Validity Period). DOI reserves the right to reject any proposal, which does not meet this requirement.
- i. Each Bidder shall submit maximum of one (1) proposal for the assignment, in response to this RFP document. Any Bidder who submits more than one proposal for the assignment shall be disqualified.

3.2 Complete Proposals / Completeness of response:

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP.
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP.
 - iii. Comply with all requirements as set out within this RFP.

3.3 Code of Integrity:

No official of a procuring entity or a bidder shall act in contravention of the codes which includes.

- a. prohibition of
 - i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - iii. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - iv. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii. obstruction of any investigation or auditing of a procurement process.
 - viii. making false declaration or providing false information for participation in a tender process or to secure a contract.
- b. disclosure of conflict of interest.
- c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

3.4 Pre-Bid Meeting & Clarifications:

- a. DOI shall hold a pre-bid meeting with the prospective Bidder on Date & time and Address mentioned in Fact Sheet of this document.
- b. The Bidder will have to ensure that their queries for Pre-Bid meeting should reach to DOI by email on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail.
- c. The queries should necessarily be submitted in the format mentioned below.

Ref: RFP Notification no <xxx> dated <dd/mm/yy>

Name of The Bidder<<.....>>

Contact Number and Address of The Bidder - <<.....>>

. S . N o .	RFP Document Reference(s) (Section & Page Number)	Content of RFP Requiring Clarification(s)	Points of Clarification

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- d. DOI shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications received after the indicated date and time may not be entertained by the DOI.

3.5 Responses to Pre-Bid Queries and Issue of Corrigendum:

- a. The Nodal Officer notified by the DOI will endeavour to provide a timely response to all queries. However, the DOI makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the DOI undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for the receipt of bids, the DOI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on the website provided in the Fact Sheet or may be emailed to all participants of the pre-bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the DOI may, at its discretion, extend the last date for the receipt of Proposals.

3.6 Right to terminate the Process:

- a. The DOI may terminate the RFP process at any time and without assigning any reason. The DOI makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by the DOI. The Bidder's participation in this process may result in the DOI selecting the Bidder to engage towards the execution of the subsequent contract.

3.7 EMD:

- a. The Bidder must necessarily submit EMD for an amount as **specified in the Fact Sheet**.
- b. EMD of all unsuccessful Bidder would be refunded without interest by DOI on finalization of the Professional Communication Agency in all respects by the successful bidder.
- c. The EMD may be forfeited:
 - i. The Bidder withdraws its Proposal/bid during the period of proposal validity.
 - ii. Bidder does not respond to requests for clarification of its proposal.
 - iii. In case of a successful Bidder, the said Bidder fails to sign the Agreement in time.
 - iv. In case it is found that the bidder/s has furnished misleading/wrong or fraudulent information/documents or information furnished by them is not found to be true, the Earnest Money /Performance Bank Guarantee/Performance Security of the bidder/s will be forfeited.

3.8 Deadline for submission of proposals

- a. Proposals, in their complete form in all respects as specified in the RFP, must be submitted online only.
- b. Last Date & Time of online bid submission: **As specified in the Fact Sheet**

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- c. DOI may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by publishing on the website specified in this RFP, in which case all rights and obligations of DOI and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

3.9 Submission of Proposals:

Detailed instructions for online bid submission can be found in **Section 5**. Bidders are requested to refer to this section for comprehensive guidelines on how to submit their bids electronically. It is imperative to follow these instructions to ensure a smooth and efficient bidding process.

3.10 Bidders Authorised Signatory:

(i) Person or persons signing the tender form shall state in what capacity he or she or they are signing the tender form e.g., as sole proprietor of the firm concerned or as Managing Director or /Director or Secretary of Limited Company. In the case of partnership firm, the names of all the partners should be recorded and the tender form should be signed by all the partners or their duly constituted attorney having authority to bind all partners in all matters pertaining to the contract as recorded in the power of attorney or in the partnership deed. True copy of the Registered "Partnership Deed" should be uploaded along with the tender form failing which the tender shall be liable to be rejected. It shall be obligatory on the part of every partner of the firm, which enters into agreement to fulfil the terms and conditions of the agreement during the currency of the contract thereof, notwithstanding the dissolution of the partnership in the meantime, In the case of a limited company, the tender form shall be signed by a person empowered to do so by the company, copy of Certificate of incorporation of the company and the letter authorizing the person signing the tender documents shall be uploaded to the tender form failing which the tender shall be liable to be rejected. In the case of Hindu undivided family, the names of the family members should be uploaded with the tender form and 'Karta' who can bind the family should sign the tender form.

(ii) The person signing the tender form on behalf of another or on behalf of a Firm shall enclose with the tender form power of attorney or deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other person or the firm, as the case may be in all matters pertaining to the contract. If the person so signing the tender form fails to upload the said power of attorney or partnership deed, his tender shall be liable for summary rejection. The power of attorney should be signed by all the partners in the case of partnership concerns, by the proprietor in case of a proprietary concern and by the person who by his signature can bind company in the case of limited company. In the case of Hindu undivided family, the power of attorney should be signed by the 'Karta' who by his signature can bind the family.

3.11 Proposal Preparation Costs:

- a. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of the proposal, providing any additional information required by the DOI to facilitate the evaluation process, and negotiating a definitive contract or all such activities related to the bid process.
- b. DOI will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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3.12 Language:

The Proposal should be filled by the Bidder in the English language only. If any supporting documents submitted are in any language other than English, the translation of the same in the English language is to be duly attested by the Bidders. For the purposes of Proposal evaluation, the English translation shall govern.

3.13 Details of Submissions

- a. Please refer “Instructions to Bidders for Online Bid submission” given at the start of this RFP Document. The bidders are required to submit their bids electronically on the Department’s e-procurement Portal, using valid Digital Signature Certificates. The said instructions are meant to assist the bidders in registering on the Department’s e procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Department’s e procurement Portal. More information useful for submitting online bids on the Department’s Portal may be obtained at: <https://eproc.cgstate.gov.in>.
- b. Technical Bid along with all the supporting documents and Financial Bid shall be submitted online through e-Tender portal only.
- c. Technical Bid shall be submitted (Only Online and Hard Copy) and shall contain duly filled Bid in the prescribed format along with the appendices and documents specified in RFP.
- d. Financial Bid shall be submitted (Only Online) in the prescribed format containing the details specified in RFP.
- e. Notwithstanding the provisions of Online bid submission as per 3.13, the supporting documents meeting minimum eligibility criteria (section 3 of RFP), Technical evaluation (Section 4 of RFP) must be submitted online on or before the last date of submission and time as mentioned in the Tender Document:
- f. The Bidder is expected to carefully examine the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder’s own risk.
- g. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
 - i. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document.
 - ii. received all such relevant information as it has requested from DOI; and
 - iii. Made a complete and careful examination of the various aspects of the Proposal for which the distribution services are to be provided.
 - iv. DOI shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.14 Instructions for submission of Bid

- a. **Technical Bid:** duly filled and digitally signed prescribed format available on the e-Tender Portal. The Technical Bid Format is as per Annexure 1 to Annexure 10 along with required supporting documents as per section 3 and section 4 of the RFP **and all the Mandatory Enclosures**
- b. Technical Presentation to be submitted in hard copy on or before last date of bid submission in a sealed envelope marked as **Envelope A- “Technical Proposal- RFP for selection of Professional Communication Agency for Investment promotion and Investor Connect”**
- c. **Financial Bid:**
 - a) Financial bid to be submitted Online Only

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- b) The unconditional financial bid in respect of the RFP for selection of Professional Communication Agency for Investment Promotion and Investor online only, in the format attached in Annexure 11 , hereof, wherein remuneration for providing RC activities related services as prescribed in the format, shall be stated. Please note that the format of Financial Bid as provided in Annexure 11 is to be filled online.

The envelope containing Hard copy original of **Technical Bid only shall be addressed to:**

**Director
Directorate of Industries
Ground Floor, Udyog Bhawan, Telibandha Ring Road No.1
Raipur, Chhattisgarh**

3.15 Opening of Proposals and clarifications

- a. The DOI, or any officer authorized by him, or any committee authorized by him shall open Technical Bid on the Proposal Due Date for the purpose of evaluation.
- b. DOI reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.
- c. To facilitate evaluation of Proposals, DOI may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

3.16 Modification and Withdrawal of Bids

The Bidder is allowed to modify or withdraw its submitted proposal once submitted.

3.17 Failure to agree with Terms and Conditions of the RFP

Failure of The Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DOI may award the contract to the next best value Bidder or call for new proposals from the interested Bidder or invoke the BG of the most responsive Bidder.

3.18 Conflict of Interest and Disqualification

- a. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Tender Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the DOI shall forfeit the EMD or Performance Security amount as mutually agreed genuine pre-estimated compensation and damages payable to the DOI for, inter alia, the time, cost and effort of the DOI, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the DOI hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Tender Process, if:
- i. "the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2

of the Companies Act, 2013. For the purposes of this Clause 14, indirect shareholding held through one or more intermediate persons shall be computed as follows:

1. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
2. subject always to sub-clause (1) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (2) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or”
 - ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or
 - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - v. Such Bidder, or any Associate thereof, has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Tender of either or each of the other Bidders; or
 - vi. Such Bidder or any Associate thereof, has participated as a consultant to the DOI in the preparation of any documents, design or technical specifications of the Project.
- b. A Bidder shall be liable for disqualification and forfeiture of EMD or Performance Security if any legal, financial or technical adviser of the DOI in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Tender Process or subsequent to the (i) issue of the LOA/work order or (ii) execution of the License Agreement. In the event any such adviser is engaged by the Successful Bidder or Licensee, as the case may be, after issue of the LoA/ work order or execution of the License Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the License Agreement and without prejudice to any other right or remedy of the DOI, including the forfeiture and appropriation of the EMD or Performance Security, as the case may be, which the DOI may have thereunder or otherwise, the LoA/work order or the License Agreement, as the case may be, shall be liable to be terminated without the DOI being liable in any manner whatsoever to the Successful Bidder or Licensee for the same.

3.19 Confidentiality

- a. As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or there-after enters the public domain other than as a

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result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by The Bidder in rendering the services hereunder are the Confidential Information of The Bidder.

- b. The Bidder shall keep confidential, any information related to this RFP, with the same degree of care as it would treat its own confidential information. The Bidder shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines, and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.

3.20 Fraud and Corrupt Practices

- a. The Bidder and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the DOI shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the DOI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the DOI for, inter alia, time, cost, and effort of the DOI, in regard to the RFP, including consideration and evaluation of such agencies Proposal.
- b. Without prejudice to the rights of the DOI under Clause above and the rights and remedies which the DOI may have under the or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the DOI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA/work order or the execution of the Agreement, such Bidder shall not be eligible to participate in any RFP or RFP issued by the DOI during a period of two (2) years from the date such Bidder , as the case may be, is found by the DOI to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.
- d. “Corrupt practice” means:
 - i the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DOI who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA / Work order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year

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- from the date such official resigns or retires from or otherwise ceases to be in the service of the DOI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
- ii save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA / Work order or the Agreement, who at any time has been or is a legal, financial or technical IT firms of the DOI in relation to any matter concerning the Project;
 - e. “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
 - f. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process.
 - g. “Undesirable practice” means.
 - i establishing contact with any person connected with or employed or engaged by DOI with the objective of canvassing,
 - ii lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - iii having a Conflict of Interest; and
 - h. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidder with the objective of restricting or manipulating a full and fair competition in the Selection Process.

SECTION 4 – EVALUATION OF BIDS

4. Evaluation of Bids

a. RFP Evaluation Process

- 1 The DOI will constitute an RFP Evaluation Committee to evaluate the responses of the Bidder.
- 2 The Proposal Evaluation Committee constituted by the DOI shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.
- 3 The decision of the RFP Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- 4 The RFP Evaluation Committee may ask for meetings with the Bidder to seek clarifications on their proposals.
- 5 The RFP Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- 6 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

b. RFP Evaluation

- 1 **Quality cum Cost Based Selection (QCBS)** system shall be adopted for selection of Professional Communication Agency. As part of the evaluation, the proposal shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document. The proposal would be considered to be responsive if it meets the following conditions:
 - i. The technical proposal received by the Proposal Due Date including any extension thereof.
 - ii. it is signed and marked as stipulated in the RFP document.
 - iii. it contains all the information and documents including EMD and processing fee as requested in the RFP.
 - iv. it contains information in formats specified in this RFP.
 - v. there are no inconsistencies between the Proposal and the supporting documents.
- 2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
 - f. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
 - g. which limits in any substantial way, the DOI rights, or the Bidder's obligations under the Agreement, or
 - h. which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

4.1 Technical Evaluation

RFP Evaluation Committee will evaluate the Technical Proposals of the Bidder as per the section 2 "Minimum Eligibility Criteria". Bidders qualifying the pre-qualification criteria (Section 2 "Minimum Eligibility Criteria") shall be eligible for financial bid opening. RFP Evaluation Committee (TEC) will examine the bids to determine whether they are complete, whether they meet all the conditions of the tender, whether required tender document and bid processing cost and other required documents have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bid or bids not fulfilling these requirements shall be rejected.

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4.2 Technical Evaluation Criteria

- 1 Bidder complying with all qualification criteria set out in Section 3 “Minimum Eligibility Criteria” and this RFP will only be considered technically qualified and their technical bid will be evaluated further.
- 2 The Method of Selection shall be Quality cum Cost Based Selection (QCBS). The bidders getting 70 Marks and above score in technical evaluation shall be eligible for financial bid opening. The technical evaluation shall be given weightage of 70% and the financial evaluation shall be given weightage 30%.
- 3 DOI reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of action.

4.3 Scoring Methodology: Technical Proposal

The total maximum point for evaluation of Technical Proposal is 100 numbers. Parameter and points are detailed below:

S. No	Evaluation Criteria	Max Marks	Score Parameters and Marks	Document required
A	Relevant Experience / organization strength / Capability			50 Marks
1.	No. of Years of operation in PR services in India as on bid due date (Bid Submission Date)	10	<ul style="list-style-type: none"> • 7 years – 2 Marks • 8-10 years – 4 Marks • Additional 1 mark per year for 10 years and above (Max. 6 marks) 	Copy of Partnership Deed/ Certificate of Incorporation / LLP registration needs to be submitted. Relevant work orders as support for showing work undertaken in past years as on 31.03.2024 (One for each year)
2.	Average Annual Turnover from PR services in the last three financial years. (2021-22, 2022-23, 2023-24)	20	<ul style="list-style-type: none"> • More than 10 cr. And up to 20 cr. – 5 Marks • More than 20 cr. And up to 25 cr.- 10 Marks • More than 25 cr. and up to 30 cr. - 15 Marks • More than 30 cr. – 20 Marks 	Duly attested Copies of Certified audited Financial statements/ Balance sheet / Profit & Loss statement for last 3 financial years CA certificate certifying that the bidder the annual turnover and positive net worth in the mentioned financial years from PR activities in India in original. Annexure 3
3.	Bidder’s experience of PR projects for any State Government/ Central Government/ Urban Local Bodies/ Semi Government/ Local Self-Government/ PSU/ any other Government Institution having Contract value of each assignment to be of a minimum Rs 50 Lakh. for	15	<ul style="list-style-type: none"> • At least 1 Project : 7 Marks • 2 or more Projects and up to 5 Projects: 10 Marks • More than 5 Projects : 15 Marks 	Enclose relevant Letter of Award/ Certificate/ work order/Agreement/Completion Certificate from the client showing the date of award and contract value and PR services were rendered for the quoted assignment not below the rank of Executive Engineer/Nodal Officer. Annexure 5

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S. No	Evaluation Criteria	Max Marks	Score Parameters and Marks	Document required
	ongoing/ completed projects awarded during last Seven years preceding the last date of bid submission.'			
4.	The Bidder should have served as consultant for PR services for any Investment Promotion program/summit/ Road show in the last 7 years Min. 1 assignment	5	1 assignment: 1 marks • One mark for each additional assignment (Max 5 Marks)	Letter of Award/Work order/Certificate from the client showing the date of award) Annexure 6
B	Technical Presentation	50	Power point Presentation	As per Parameters mentioned in Annexure 7
Total Marks				100 Marks

The bidders getting 70 Marks or more in Technical Evaluation shall be eligible for financial bid opening

4.4 Financial Evaluation Criteria

The bidders getting 70 Marks or more in Scoring Methodology Technical Proposal, Section 4.3 shall be eligible for financial bid opening

4.5 Evaluation of Financial bid

1. In the second stage, the financial evaluation will be carried as under.
 - a. Each financial proposal will be assigned a financial score (SF)
 - b. For financial evaluation, the total fee quoted in the Financial Proposal will be the scoring criteria
 - c. The DOI will determine whether the Financial Proposals are complete unqualified and unconditional. The cost indicated in the financial proposal shall be deemed as final and reflecting total cost of services. Omission, of any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the bidder.
 - d. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times (FM / F)$$

In Which SF is financial score

FM is the lowest price

F is the price quoted by the respective bidders

4.6 Combine and Final Evaluations

The weightage given to the technical and financial proposals are TW = 0.70 and FW = 0.30 respectively.

- i. Proposal will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = (ST \times TW) + (SF \times FW)$$

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and the Financial Proposal, which shall be 0.70 and 0.30 respectively.

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- ii. The Selected bidder shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited in case the first ranked Applicant withdraws or fails to comply with the requirements specified.
- iii. In the event that two or more Bidders get the same scores (the “Tie Bidders”), the Bidder whose technical score is highest, shall be identify as “Successful Bidder/Selected Bidder” by the Authority.
- iv. Selections of Bidders are entirely at the discretion of the DOI and DOI shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

4.7 Combined and Final evaluation

The weightage given to the technical and financial proposals are TW = 0.70 and FW = 0.30 respectively.

- 4.8 Proposal will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = (ST \times 0.70) + (SF \times .30)$$

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and the Financial Proposal, which shall be 0.70 and 0.30 respectively.

- 4.9 Bidder the event that two or more Bidders gets same combined technical score, the highest technical score bidder shall be shortlisted as the “Successful Bidder/Selected Bidder”.
- 4.10 In the event that the Highest combined score bidder withdraws or is not selected for any reason in the first instance, the Authority may invite all the remaining qualified Bidders, as necessary, and match the Bid of the aforesaid Bidder (the “Highest combined score bidder”). If only one Bidder matches the offer of aforesaid Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Bidder, then the Bidder whose combined score is higher as compared to other Bidder(s) shall be the Selected Bidder.
- 4.11 In the event that no Bidder offers to match the offer of the highest combined score Bidder as specified in Clause above, the Authority may, in its discretion, invite fresh Bids
- 4.12 Selections of Bidders are entirely at the discretion of the DOI and DOI shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

4.13 Award of Contract

- a. In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, the DOI shall declare the Preferred Applicant as the Successful Applicant. The DOI will notify the Successful Applicant through a Work Order (WO) that its Proposal has been accepted.
- b. The Successful Applicant shall execute the Agreement within one month of the issue of Work Order (WO) or within such further time as the DOI may agree to in its sole discretion. Failure of the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment of the Work order and forfeiture of the EMD. In such an event, the DOI reserves the right to take any such measures as may be deemed fit in the sole discretion of the DOI, including annulment of the bidding process or subsequently giving opportunity to second highest combined scoring bidder.
- c. After adjusting the EMD, the Selected Applicant shall submit performance security The successful bidder shall furnish a security deposit in form of unconditional and irrevocable Bank Guarantee/ FDR/TDR from any of the commercial bank in India for an amount equivalent to 5% of the total cost of Contract before executing the agreement with the DOI. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder The validity of the Performance Security shall be 60 days beyond the date of expiry of contract. The Security Deposit shall be refundable after the expiry of contract, subject to proper execution of the

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contract by the selected bidder. The DOI reserves the right to forfeit the security deposit in case the selected bidder is unable to perform as per the terms of the contract.

- d. The contract shall be awarded with the validity of 3 year from the date of signing of Contract/ Agreement and the performance of the selected bidder shall be reviewed on quarterly basis.

5.4 Notification of Award

Prior to expiration of the period of bid validity, the DOI will notify the Bidder in writing, that their bid has been accepted.

4.14 Notification of Award

Prior to expiration of the period of bid validity, the DOI will notify the Bidder in writing, that their bid has been accepted.

SECTION 5 – INSTRUCTIONS FOR THE SUBMISSION OF THE ONLINE TENDER

1. Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and approved on specific class (e.g. A, B, C, D, UGE, UDE) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class).

The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e-Procurement system.

Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible. Also ensure to mention correct Bank account details during the registration, which will be referred during refund of unsuccessful EMD/Bid Security.

Vendors are required to pay online registration / enrolment fee of Rs. 500/- one time and renewal fee of Rs. 100/- for subsequent each year.

For more details, please get in touch with e-Procurement system integrator:

M/s. Mjunction Services Limited, Raipur – 492 001 Toll free 1800 419 9140 or
Email: helpdesk.cgeproc@mjunction.in.

2. Digital Signature Certificates:

The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India, may refer http://www.cca.gov.in/cca/?q=licensed_ca.html.

Note: It may take up to 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate for any reason they will not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

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The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

3. Online Payment: As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / EMD using the online payments gateway services integrated into the e-Procurement portal using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc. bidders are advised to initiate and process the eChallan/NEFT/RTGS payments well before bid due date in order to get the same updated in the eProcurement system, Also refer RBI guidelines for NEFT/RTGS payment.

For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link 'Payments accepted online' on the eProcurement portal <https://eproc.cgstate.gov.in>.

4. Setup of User's Computer System: In order to operate on the e-Procurement portal for a bidder / user, the computer system /desktop/laptop of the bidder is required to have Java ver.8.77, Internet explorer 9 / 11, latest Mozilla Firefox, Google Chrome with IE Tab V2 (Enhanced IE Tab).

A detailed step by step document on the same is available on the eProcurement portal home page. Also internet connectivity should be minimum one MBPS.

An auto setup utility is available on the eProcurement portal home page for its users to auto configure client system, link to auto setup: <https://eproc.cgstate.gov.in> --> Auto Setup.

5. Publishing of N.I.T.: For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://eproc.cgstate.gov.in>.

6. Tender's Critical Dates & Time/Tender Time Schedule: The bidders are strictly advised to follow the tender schedule for their side of tasks activities and responsibilities require to participate in the tender.

All the activities / tasks of each tender are locked with the start date and time and end date & time at the time of uploading tender as set by the concerned department official.

7. Download Tender Document(s): The tender document and supporting document(s) can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

8. Submit Online Bids:

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Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.

The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid within stipulated timeline. Bid of the bidder who has not submitted his bid within the stipulated date & time will not be available during opening. It is recommended that bidders login and recheck their bid details & its status after bid submission in order to double sure submission of accurate bid data for respective tenders.

Size of bid documents uploaded during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

In case of any concern for any tender/bid submission, please register it in the Department / CHiPS/ Help Desk well in advance before initiating opening process so that appropriate action can be taken.

9. Submission of Earnest Money Deposit: The bidders shall submit their Earnest Money Deposit Either as in usual physically sealed Earnest Money Deposit envelope and the same should reach the concerned office OR Online using payment gateway as stated in the Notice Inviting Tender/ Tender document. Bidders also have to upload scanned copy of Earnest Money Deposit instrument OR Online Payment /NEFT/RTGS receipt along with the reference details online.

Bidders who choose to pay Earnest Money Deposit (EMD) or bid security using online payment(s) mode like Internet banking/ Debit Card/ Credit Card/NEFT/RTGS/eChallan/wallet etc. would be entitled for online refund subject to tender terms & conditions and evaluation by respective department authority.

Intending bidder(s)/vendor(s)/user(s) are required to provide their relevant & correct account details during registration in the portal which shall be used for EMD/Bid Security refund purpose, bidder(s)/vendor(s)/user(s) shall be solely responsible for providing correct account details and CHiPS/System Integrator shall not verify account details provided and be not responsible for any loss/transfer of funds.

Bidder(s)/vendor(s)/user(s) may update their account details in their registration if desired, the last updated account details shall be considered for future payment(s)/refund(s) if applicable.

10. Opening of Tenders: The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.

The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

11. Briefcase: Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

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12. Support – Help Desk

For any further queries / assistance, bidders may contact:

1. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on Help Desk
sToll free No. 1800 419 9140 or email helpdesk.cgeproc@mjunction.in.
2. Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech & Biotech Promotion Society
(CHiPS) on Tel. No. 0771 - 4014158 or email: pro-chips@nic.in.

PART I- Technical Proposal

Annexure – 1: Covering Letter

(To be submitted duly signed by the Bidder or Authorized Signatory on Letter Head)

To

Director
Directorate of Industries
1st Floor, Udyog Bhawan,
Telibandha, Ring Road No.1,
Raipur, Chhattisgarh, India,
Email: dtic-directorate.cg@gov.in

Sub: Request for Proposal for **“Selection of PR Agency for Invest Chhattisgarh Summit for Directorate of Industries”**

Sir,

1. With reference to your RFP no. _____ document dated --/--/2025, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Directorate of Industries will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Agency for the captioned assignment, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as **“PR Agency for Invest Chhattisgarh Summit for Directorate of Industries”** of the aforesaid Project.
4. I/ We shall make available to the DoI any additional information it may find necessary or require supplementing or to authenticate the Bid.
5. I/ We acknowledge the right of the DoI to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I/ We do not have any conflict of interest in accordance with the RFP document.
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice,

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fraudulent practice, coercive practice, undesirable practice, or restrictive practice; and

- (e) The undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 7 of Disclaimer and 4.9.6 of the RFP documents.
- 9. I/We believe that we satisfy the Turnover criteria and meet the requirements as specified in the RFP document.
- 10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or any adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a Court of Law.
- 12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ key managerial personnel.
- 13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 14. I/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 the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
- 15. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 16. I/ We offer a Bid Security of Rs. -----/- (Rupees ----- only) to the Authority in accordance with the RFP Document.
- 17. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
- 18. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- 19. I/ We shall keep this offer valid for 60 (Sixty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Signature_____

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Name of the Authorized Signatory (of lead member firm) with rubber stamp

Address: _____

Telephone No: _____

Place: _____

Dated: _____

Enclosure:

1. EMD in the form of DD (If being submitted in the form of DD instead of online mode)
2. Details of Bidders (**Annexure-2**)
3. Financial Capacity of Bidder (Annexure-3)
4. HR Certificate (**Annexure-4**)
5. Power of attorney of signing of proposal (If Applicable) (**Annexure-4 A**)
6. Technical Bid (Annexure 5, 6, 7, 8,9,10)
7. All supporting document asked in the Eligibility Criteria as per **Section 3 and Section 4**
8. Tender document duly signed.

Annexure – 2: Details of Bidders Organisation

(as per Section 2 Clause 2.1 – of the RFP)

Original Copy (duly signed by Bidder) as part of Technical Proposal

Supporting documents (Give continuous page number to all attachments)

S. No	Particular	Description	Document if any at page no
1.	Name and Address of the firm, Tel/ Fax/Email Details		
2.	Name of Authorised Contact Person Mobile No Email Id		
3.	Date of Establishment of Company (enclose evidence) (Should be in existence for last seven years in PR Business: enclose relevant work orders)		
4.	Average Annual Turnover (enclose balance Sheet and CA's Certificate)		
5.	No of PR Professional across India		
6.	Successfully executed PR projects for Govt./PSU/Corporation		
7.	Offices in India and Overseas offices or tie ups/ partnerships/ affiliates		
8.	Is your firm a Proprietorship / Partnership or registered under the Companies Act. Please give details and enclose Certificate		
9.	Details of Income Tax Registration: (Enclose copy of PAN card duly attested by gazette officer or notary)		
10.	GST Registration Details: (Enclose copy duly attested by gazette officer or notary)		
11.	No legal proceedings		

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12.	Profile of key team Members - (in given format in Annexure 10)		
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Mandatory Enclosure: All the requisite supporting documents in support of above should be submitted

Signature of Bidder

Name

Annexure 3 – Financial Capacity of the Bidder

(as per Clause 4.3 (2) of the RFP)

Financial Year	Turnover from PR Activity (INR Crore)	Total Net Worth after tax (INR Crore)
2021-22		
2022-23		
2023-24		
Total		
Average Annual Turnover For the past three years		

Mandatory Enclosures –

1. Annual Average Turn over Certificate and Positive net worth certificate from the Statutory Auditor/Chartered Accountant on the letter head of CA in original (Turnover not certified by Statutory Auditor/Chartered Accountant having UDIN number shall not be considered for evaluation)
2. Profit & Loss Statement and Balance Sheet duly certified by the CA for the last three years

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

Annexure – 4: HR Certification

(as per Clause 2.1 (4) of the RFP)

(Submitted by the Bidder on the Letterhead of the organization)

Name of the Project: Request for Proposal for “**Selection of PR Agency for Invest Chhattisgarh Summit for Directorate of Industries**”

We have verified as per the records of M/s _____ (Name of Bidder) and this is to certify that more than 50 employees are employed in the organization as on date _____

Signature of the Company HR

Name of the Company HR

Company Seal of the Organization

Annexure 4 A- FORMAT FOR POWER OF ATTORNEY

(as per Section 3, Clause 3.10 of the RFP)

(Original copy as part of Technical Proposal on stamp paper of value required under law duly signed by Bidder for the RFP)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of []], as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 "**Selection of Professional Communication Agency for Investment Promotion and Investor Connect**", issued by **Director, Directorate of Industries (the "Authority")** including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre Bid Meeting and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, 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 and/or till the entering into of the Agreement with the Authority

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

IN WITNESS WHEREOF WE _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF , 20**.

For _____

(Signature)

(Name, Title and Address) Witnesses: 1 2.

(Signature)

(Name, Title and Address of the Attorney) [Notarised]

Accepted [Notarised]

RFP for Selection of Professional Communication Agency for Investment Promotion and Investor Connect

Notes:

- *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 executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.*

**Annexure 5- Technical Capacity of the Bidder
(as per Clause 4.3 (3) of the RFP)**

Bidder's experience in providing PR services to any State Government/ Central Government/ Urban Local Bodies / Semi Government/ Local Self-Government/ PSU/ any other Government Institution having Contract value of each assignment to be of a minimum Rs 50 Lakh for a contract duration of minimum 1 year, projects can be ongoing/ completed during last Seven years preceding the last date of bid submission.

Summary sheet for the most relevant assignments in the following format:

Name of the assignment	Client (address and Contact Number)	Time Period (From....to....)

Give details of the relevant assignments in the following format (1 sheet per assignment):

Assignment Name:	
Project Location within the Country:	
Name of Client:	
Start Date: Completion Date:	
Approx. Value of Services: (Professional Fee)	
Name of Associated Firms (s) if any:	
Cost and Detailed Narrative Description of Project:	
Detailed Description of Actual Services Provided by your Firm:	
Work order Attached (Yes/No)	

Enclosure: Attach workorder for the each assignment stated above

List only those assignments for which the Firm was legally contracted by the Client as a company or was one of the joint venture partners/*consortium member*. ***The PR services work assigned to the bidder should be for a Central /State Government/PSU or any government body.***

Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Director Industries

Seal and Signature of Bidder

Name

Annexure 6- Technical Capacity of the Bidder

(as per Clause 4.3 (4) of the RFP)

The Bidder should have served as consultant for PR services for any Investment Promotion program/summit/Road show in the last 7 years Min. 1 assignment.

Summary sheet for the most relevant assignments in the following format:

Name of the assignment	Client (address and Contact Number)	Time Period (From....to....)

Give details of the relevant assignments in the following format (1 sheet per assignment):

Assignment Name:	
Project Location within the Country:	
Name of Client:	
Start Date: Completion Date:	
Approx. Value of Services: (Professional Fee)	
Name of Associated Firms (s) if any:	
Cost and Detailed Narrative Description of Project:	
Detailed Description of Actual Services Provided by your Firm:	
Work order Attached (Yes/No)	

Signature of Bidder

Name

Annexure 7- Presentation on Technical Proposal

(as per Clause 4.3 (5) of the RFP)

PRESENTATION ON TECHNICAL PROPOSAL

After opening of the Technical Bids, the **eligible Bidders** will be invited at the office of the Director Industries at Raipur, one at a time, to make a presentation on their Technical Bids (Proposals) before a Committee constituted for this purpose for better understanding of their Proposals.

The date of presentation will be intimated later. The sequence of the Presentations from the Bidders shall be on the basis of the alphabetical order of their names.

Each Bidder would be given a time period of 40 minutes for the presentation which would include discussions with the members of the Committee.

Company Profile and Execution Capabilities (20):

- Company Profile and experience (2-3 slides)
- Presentation of Case study of any successful PR campaign for any State/ country to promote it as an ideal investment destination (executed by the team in India).
- Innovative tactics in PR campaign executed for industries deptt./ investment promotion aspect of any state
- Any other work related to the scope of work

Methodology and work plan (20)

- Understanding the current communication needs of Industries Department in Chhattisgarh
- PR Methodology and work plan as per Scope of Work for PR campaign establishing Chhattisgarh as an ideal industrial and investment destination
- PR strategy for Invest Chhattisgarh Summit.
- Specific ideas to connect target audience/attendees during inaugural and the sectoral sessions.
- PR ideas for reaching out to the target audience
- Public Relations tool for engaging target audiences in new ways

Team quality (10)

- Details of Team proposed with qualification
- Experience of the team on working for any Central/State Govt. assignment
- Experience of team members being part of Investor Meet/summit for any State/Central Govt.

Annexure 8 – SELF DECLARATION OF NOT BLACKLISTED

(as per Clause 2.1 (5) of the RFP)

(On Company Letter Head)

To

Director
Directorate of Industries
1st Floor, Udyog Bhawan,
Telibandha, Ring Road No.1,
Raipur, Chhattisgarh, India,
Email: dtic-directorate.cg@gov.in

Dear Sir,

This is to declare that our company _____ is not blacklisted by any
Government Department Organization Corporation Authorities/bodies any Central/State
Government/PSU/Corporate/Trust /Societies

Date:

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized

Place: signatory)

Name and seal of Bidder

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Annexure 9 – TEAM COMPOSITION

(As per Section 1, Clause 1.2.1 of the RFP)

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement	On Payrolls of Firm (Yes/No)

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Annexure 10 – CURRICULUM VITAE (CV) OF KEY PERSONNEL

(As per Section 1, Clause 1.2.1 of the RFP)

1.	Proposed Position	:				
2.	Name of Firm	:				
3.	Name of Expert	:				
4.	Date of Birth	:				Citizenship: Indian
5.	Education	:	-			
6.	Membership in Professional Associations	:	-			
7.	Other Trainings	:	-			
8.	Countries of Work Experience	:	India			
9.	Languages	:	Language	Speaking	Reading	Writing
			English	Good	Excellent	Excellent
			Hindi	Excellent	Excellent	Excellent

10. Employment Record:

From:	:	To:
Employer	:	
Position Held	:	

11.	Detailed Tasks Assigned	12.	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:
			Name of assignment or project: Year: Location: Client: Main project Features: Positions held: Activities performed:

13. Certification:

I, the undersigned, certify to the best of my knowledge and belief that-

- (i) This CV correctly describes my qualifications and my experience;
- (ii) I am not employed by the Executing / Implementing Agency;
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Resource Deployment Schedule;
- (iv) I am committed to undertake the assignment within the validity of this Proposal;
- (v) I am not part of the team who wrote the terms of reference

**Request for Proposal for “Selection of Professional Communication Agency for
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I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of Expert or authorized representative of the firm]

*Date://
Day/Month/Year*

Full name of authorized representative:

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PART II- Financial Proposal

Request for Proposal for “Selection of Professional Communication Agency for Investment Promotion and Investor Connect”

Annexure 11 - FINANCIAL BID SHEET

1. I/We, the undersigned, is/are pleased to provide our Financial Proposal/Bid in respect to above mentioned subject, i.e., **Selection of Professional Communication Agency for Investment Promotion and Investor Connect**, in accordance with your Request for Proposal dated _____ and our Technical Proposal/Bid.
2. Having gone through the RFP and having fully understood the scope of work for the assignment as set out in the RFP, **we are pleased to quote the Monthly Retainership Fee (inclusive of all applicable taxes)** for the proposed assignment as per the following table.:

S. No	Resources Required for Providing PR services	No of Position	Monthly Retainership Amount Exclusive of GST (In Rs)	Prevailing GST Amount (In Rs)	Total Remuneration (In Rs)
1	Team Lead	1			
2	Content Head	1			
3	Design Head	1			
4	Media Content Writer	2			
5	Event Manager	1			
6	Content Writers (English& Hindi)	4			
7	Graphic Designer	4			
8	Video Editor	2			
Total Monthly Retainership Amount*		16			

Note: *This does not include taxes as applicable and the costs of conducting events (press conferences, events, exhibitions, performances, shows, other Below The Line activities etc.) and the expenses like transport/stay/food provided to the journalists/ artists or printing, designing. It will be paid separately by DOI.

3. The financial proposal submitted is unconditional
4. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.
5. The rates will be inclusive of all taxes, fees, levies, etc. and any revision in the statutory taxes, fees etc. will be the responsibility of the Bidder
6. I/We hereby agree to abide by and fulfil all the terms and conditions set forth in the Tender document.

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Date:

Place:

Yours sincerely,
Authorized Signatory
Full Name and Designation
Stamp of the Agency

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DRAFT CONDITIONS OF CONTRACT

Request for Proposal for “Selection of Professional Communication Agency for Investment Promotion and Investor Connect”

Draft Conditions of Contract

1. General			
S. No.	Particulars	Clause	Description
1.1	Definitions		Unless the context otherwise requires, the following terms wherever used in this Contract have the following meanings:
		1.1.1	Deleted
		1.1.2	“Applicable Law” means the laws and any other instruments having the force of law in India and Chhattisgarh, as they may be issued and in force from time to time.
		1.1.3	“DIRECTOR INDUSTRIES” means the Director Industries, Raipur which is the agency of GOCG for procuring the Services of a PR Firm. The selected bidder will sign the Contract with DIRECTOR INDUSTRIES for the Services.
		1.1.4	“CC” mean these Conditions of Contract.
		1.1.5	“Client” means the Director Industries Chhattisgarh, Raipur
		1.1.6	“Contract” means the legally binding written agreement as signed by the Parties that are Letter of Acceptance, these Conditions of Contract (CC), Bidding Forms and the Appendices.
		1.1.7	“Day” means a calendar day.
		1.1.8	“Effective Date” means the date on which this Contract comes into force and effect.
		1.1.9	“Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the bidder, Sub-consultant assigned by the bidder to perform the Services or any part thereof under the Contract.
		1.1.10	“Government/ GOCG” means the Government of Chhattisgarh.

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		1.1.12	“MD/Director” means the executive head of DIRECTOR INDUSTRIES.
		1.1.13	“In writing” means communicated in written form as a letter, E-mail, fax to the specified address, contact id with proof of receipt.
		1.1.14	“Key Expert(s)” or “Key Personnel” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the bidders
		1.1.15	“LOI/ LOA” means the Letter of Intent/Acceptance sent by DIRECTOR INDUSTRIES to the selected most advantageous Bidder.
		1.1.16	“Non-Key Expert(s)” means an individual professional provided by the bidder to perform the Services or any part thereof under the Contract.
		1.1.17	“Party” means the Client or the bidder, as the case may be, and “Parties” means both of them.
		1.1.18	“Personnel” means professionals and support staff in form of Key Personnel and Non-Key Personnel which will be provided by the Bidder or by any Sub-Consultant to perform the Services or any part thereof under the Contract;
		1.1.19	“Procuring Entity” means the Director Industries Chhattisgarh, Raipur.
		1.1.20	Deleted
		1.1.21	“Services” means the tasks to be performed by the selected bidder within the completion period pursuant to the Contract.
		1.1.22	“Sub-Consultant” means any person or entity to whom the bidder sub-contracts any part of the Services with approval of DIRECTOR INDUSTRIES while remaining solely liable for the execution of the Contract.

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		1.1.23	“Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the bidder, and expected results and deliverables of the assignment.
		1.1.24	“Third Party” means any person or entity other than the Government, the DIRECTOR INDUSTRIES, the
		1.1.25	Terms not defined here shall have the same meaning as given to them in the Act.
2. Interpretation			
S.No.	Particulars	Clause	Description
2.1	Relationship Between the Parties	2.1.1	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the bidder. The bidder, subject to this Contract, has complete charge of Experts, Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
2.2	Law Governing the Contract	2.2.1	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
2.3	Language	2.3.1	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
2.4	Headings	2.4.1	The headings shall not limit, alter or affect the meaning of this Contract.

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2.5	Notices, Communications	2.5.1	Any communication, 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 personally, posted, e-mailed, faxed to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in below:-
		2.5.2	A Party may change its address for notice hereunder by giving the other Party a notice In Writing of such change to the address specified in the SCC.
2.6	Location	2.6.1	The Services shall be performed at the office of Director Industries, Raipur and at such other locations as may be specified from time to time by DIRECTOR INDUSTRIES.
2.7	Authorized Representatives	2.7.1	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 bidder may be taken or executed by the Authorized Representatives of the DIRECTOR INDUSTRIES and the bidder.
3. Code of Integrity			
S.No.	Particulars	Clause	Description

Request for Proposal for “Selection of Professional Communication Agency for Investment Promotion and Investor Connect”

3.1	Code of Integrity	3.1.1	<p>It is required that bidders observe the highest standards of ethics during the procurement process and performance of the Contract. Therefore, The bidder, Sub- Consultants, or their personnel shall-</p> <p>(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or performance of the Contract or to otherwise influence the Client/ Procuring Entity;</p> <p>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract;</p> <p>(c)not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process and performance of the Contract;</p> <p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract;</p> <p>(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process and performance of the Contract;</p> <p>(f) not obstruct any investigation or audit of a procurement process and performance of the Contract;</p> <p>(g) disclose conflict of interest, if any;</p> <p>(h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity; and</p> <p>(i) not indulge in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract.</p>
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Request for Proposal for “Selection of Professional Communication Agency for Investment Promotion and Investor Connect”

		3.1.2	<p>For the purposes of this Sub-Clause:</p> <ul style="list-style-type: none"> i. “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in the Contract execution; ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract; iii. “collusive practice” means a scheme of arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non- competitive levels; iv. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a Contract.
3.2	Measures to be Taken On Breach Of Code of Integrity	3.2.1	<p>Breach of Code of Integrity by the bidder, Sub-Consultants, or their personnel: Without prejudice to the provisions of Chapter IV of the Act, in case of any breach of the Code of Integrity by the bidder, Sub-Consultants, or their personnel, the Procuring Entity, DIRECTOR INDUSTRIES may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and Chapter IV of the said Act.</p>
3.3	Fees	3.3.1	<p>The DIRECTOR INDUSTRIES requires the bidder to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and debarment by the DIRECTOR INDUSTRIES.</p>
4. Commencement, Completion, Modification and Termination of Contract			

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S.No.	Particulars	Clause	Description
4.1	Effectiveness of Contract	4.1.1	This Contract shall come into force and effect on the date (the “Effective Date”) on which the Client issues to the bidder the Letter of Acceptance of his Proposal. The notice to commence the Services, if issued separately, shall confirm that the effectiveness conditions agreed, if any, have been met.
	Forfeiture of Performance Security	4.1.2	Performance Security amount in full or in part may be forfeited by the DIRECTOR INDUSTRIES in any of the following cases:- (a) If the bidder fails to commence the Services within the time period after signing of the agreement as specified by the DIRECTOR INDUSTRIES. (b) If any of the terms and conditions of the Contract is breached. (c) When the bidder fails to execute the Contract satisfactorily. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of
4.2	Commencement of Services	4.2.1	The bidder shall confirm availability of Key Experts and begin carrying out the Services not later than the number of Days after the Effective Date specified by the DIRECTOR INDUSTRIES.
4.3	Expiration of Contract	4.3.1	Unless terminated earlier, this Contract shall expire at the end of a period of 24 months after the Effective Date.
4.4	Extension of Assignment	4.3.2	The period of completion of this Contract is 2 year but depending on the level of achievement and quality of performance adjudged by the DIRECTOR INDUSTRIES and for the sake of compatibility with the outputs of this Contract, the bidder may be considered for extension of the assignment.

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4.5	Entire Agreement	4.5.1	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.
4.6	Modifications or Variations	4.6.1	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
		4.6.2	In cases of substantial modifications or variations, the prior written consent of the competent authority of the Government will be required.
5. Fore Majeure			
S.No.	Particulars	Clause	Description
5Managin g.1	Definition	5.1.1	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, 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 subject to those requirements 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

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		5.1.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations
		5.1.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
5.2	No Breach of Contract Due to Force Majeure	5.2.1	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 in so far 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.
5.3	Measures to be Taken	5.3.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		5.3.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case 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 written notice of the restoration of normal conditions as soon as possible.
		5.3.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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		5.3.4	<p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the bidder, upon instructions by the Client, shall either:</p> <p>i. demobilize, in which case the bidder shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>ii. continue with the Services to the extent possible, in which case the bidder shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p>
		5.3.5	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Dispute Resolution Mechanism.
5.4	Suspension	5.4.1	The Client may, by written notice of suspension to the bidder, suspend all payments to the bidder hereunder if the bidder fails to perform any of its 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 bidder to remedy such failure within a period not exceeding thirty (30) Days after receipt by the bidder of such
6. Termination			
S.No.	Particulars	Clause	Description
6.1	By the Client	6.1.1	<p>The DIRECTOR INDUSTRIES may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the bidder in case of the events referred to in (a) through (d), sixty (60) days' in the case of the event referred to in (e), fourteen (14) days' in the case of the event referred to in (f) and (g), and five (5) days' in the case of the event referred to in (h), : material effect on the rights, obligations or interests of the DIRECTOR INDUSTRIES.</p> <p>(h) If the bidder fails to confirm availability of</p>

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		6.1.2	Termination by the Client due to failure of the bidder to provide the required Services shall lead to the forfeiture of the Performance Security as per CC Clause 4.1.2 [Forfeiture of Performance Security].
6.2	By the Consultant	6.2.1	<p>The bidder may terminate this Contract, by not less than thirty (30) <u>days</u>’ written notice to the DIRECTOR INDUSTRIES, in case of the occurrence of any of the events specified as under:</p> <p>(a) If the DIRECTOR INDUSTRIES fails to pay any money due to the bidder pursuant to this Contract and not subject to dispute within forty- five (45) Days after receiving written notice from the bidder that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the DIRECTOR INDUSTRIES fails to comply with any final decision reached as a result of Dispute</p>
6.3	Cessation of Rights and Obligations	6.3.1	<p>Upon termination of this Contract pursuant to CC Clause 6 hereof, or upon expiration of this Contract pursuant to GCC Clauses 4.3,</p> <p>all rights and obligations of the Parties hereunder shall cease, except:</p> <p>(i) such rights and obligations as may have accrued on the date of termination or expiration,</p> <p>(ii) the obligation of confidentiality set forth in CC Clause 7.7,</p> <p>(iii) the bidders obligation to permit inspection, copying and auditing of their accounts and records by the DIRECTOR INDUSTRIES set forth in CC Clause 7.10, and</p> <p>(iv) any right which a Party may have under the Applicable Law.</p>

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6.4	Cessation of Services	6.4.1	Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 6.1 or 6.2, the bidder 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 bidder and equipment and materials furnished by the Client, the bidder shall proceed as provided, respectively, by CC Clause 7.13 or 7.14.
6.5	Payment upon Termination	6.5.1	Subject to the CC Clause 3.2.1 [Measures to be Taken on Breach of Code of Integrity], upon termination of this Contract, the Client shall make the following payments to the bidder: (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs (d) and (e) of CC Clause 6.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.
6.6	Disputes about Events of Termination	6.6.1	If either Party disputes whether an event has occurred, such Party may, within forty-five (45) Days after receipt of notice of termination from the other Party, may take recourse to Dispute Resolution Mechanism, and in that case this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award in accordance with the Dispute Resolution Mechanism or arbitration.

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6.7	Extension in Completion Period and Liquidated Damages	6.7.1	If the bidder considers at any time during the performance of the Contract that it is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing within 14 (Fourteen) days of the occurrence of cause of hindrance to the DIRECTOR INDUSTRIES to extend the completion period of the Contract giving detailed reasons and justifications. The DIRECTOR INDUSTRIES, after considering the reasons and justifications, may extend the period set forth for completion of the contract with or without liquidated damages. The DIRECTOR INDUSTRIES, except in case of an event of Force Majeure or reasons beyond the control of the bidder, shall be entitled to impose on the bidder, liquidated damages of 1% of the Contract amount for each week of delay after the stipulated period of completion of of an activity/ event. However, the
7. Obligations of the Bidder			
S.No.	Particulars	Clause	Description
7.1	Standard of Performance	7.1.1	The bidder shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, approved professionals, machinery, materials and methods. The bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the DIRECTOR INDUSTRIES, and shall at all times support and safeguard the DIRECTOR INDUSTRIES's legitimate interests in any dealings with Sub-Consultants or Third Parties. No decision regarding design or incidental thereto of the bidder
		7.1.2	The bidder shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

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		7.1.3	The bidder may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the DIRECTOR INDUSTRIES. Notwithstanding such approval, the bidder shall retain full responsibility for the Services.
7.2	Law Governing Services	7.2.1	The bidder shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultants, as well as the Personnel of the bidder and any Sub- Consultants comply with the Applicable Law.
		7.2.2	The Client shall notify the bidder In Writing of relevant local customs, and the bidder shall, after such notification, respect such customs.
7.3	Conflict of Interests	7.3.1	The bidder shall hold the DIRECTOR INDUSTRIES's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
7.4	Bidders Not to Benefit from Commissions, Discounts, etc	7.4.1	The payment of the bidder shall constitute the bidder's only payment in connection with this Contract and, the bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the bidder shall use its best efforts to ensure that any Sub- Consultants, as well as the Experts/ Personnel and agents of either of them, similarly shall not receive any such additional payment
		7.4.2	Furthermore, if the bidder, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the bidder shall comply with the Procuring Entity's procurement rules and guidelines, and shall at all times exercise such responsibility in the best interest of the DIRECTOR INDUSTRIES. Any discounts or commissions negotiated by the bidder in the exercise of such procurement advisory responsibility shall be for the account of the

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7.5	<p>Bidder and Affiliates</p> <p>Not to be Otherwise Interested in Project Not to Engage in Certain</p>	7.5.1	<p>The bidder agrees that, during the term of this Contract and after its completion or termination, the bidder and any entity affiliated with the bidder, as well as any Sub-Consultants and any entity affiliated with such Sub-bidders, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the bidder’s Services for the preparation or implementation of the project.</p>
7.6	<p>Prohibition of Conflicting Activities</p>	7.6.1	<p>The bidder shall not engage, and shall cause its Experts, Personnel as well as Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
		7.6.2	<p>The bidder has an obligation and shall ensure that its Experts and Sub-bidders shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the DIRECTOR INDUSTRIES, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract, in addition to any action which may be taken under the provisions of the Act and the Rules.</p>
7.7	<p>Confidentiality</p>	7.7.1	<p>Chhattisgarh, except with the prior written consent of the DIRECTOR INDUSTRIES, the bidder and the Experts or Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the bidder and the Experts or Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p>
7.8	<p>Liability of the bidder</p>	7.8.1	<p>The bidder’s liability under this Contract shall be as per the Applicable Law.</p>

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7.9	Insurance to be Taken out by the bidder	7.9.1	<p>The bidder:</p> <p>(i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, in the joint name of the DIRECTOR INDUSTRIES and himself, upto the final completion of the Contract at their (or the Sub-Consultants’, as the case may be) own cost but on terms and conditions approved by the DIRECTOR INDUSTRIES, insurance against all the risks, personnel, vehicles, equipments, etc.; and</p> <p>(ii) At the DIRECTOR INDUSTRIES’s request, shall provide evidence to the DIRECTOR INDUSTRIES showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p> <p>The bidder shall ensure that such insurance is</p>
7.10	Accounting, Inspection and Auditing	7.10.1	<p>The bidder shall keep, and shall make all reasonable efforts to cause its Sub-bidders to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p>
		7.10.2	<p>The bidder shall permit and shall cause its Sub-consultants to permit, the DIRECTOR INDUSTRIES or Government of Chhattisgarh and/ or persons appointed by them to inspect the Site and its accounts and records as well as those of its Sub-Consultants relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the DIRECTOR INDUSTRIES or Government of Chhattisgarh.</p>
		7.10.3	<p>The bidder’s attention is drawn to the fact that acts of the bidder intended to impede the exercise of the powers of inspection and audit by the DIRECTOR INDUSTRIES constitute a prohibited practice leading to Contract termination as well as to a determination of ineligibility for further contracts.</p>

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7.11	Bidder’s Actions Requiring Client’s Prior Approval	7.11.1	Subcontracts:the bidder may subcontract work relating to the Services to an extent, and with such experts and entities as may be approved in advance by the DIRECTOR INDUSTRIES. Notwithstanding such approval, the bidder shall retain full responsibility for the Services. In the event that any Sub- Consultants are found by the DIRECTOR INDUSTRIES to be incompetent or incapable in discharging assigned duties, the DIRECTOR INDUSTRIES may request the bidder to provide a replacement, with qualifications and experience equal to or better than those of the Sub-consultant being replaced and acceptable to the DIRECTOR INDUSTRIES, or to
7.12	Reporting Obligations	7.12.1	The bidder shall submit to the Client the reports and documents specified in the final Terms of Reference, in the form, in number and within the time periods set forth therein. Final reports shall be delivered in soft copy in addition to the hard copies specified.
7.13	Proprietary Rights of the DIRECTOR INDUSTRIES in Reports and Records	7.13.1	All reports and relevant data and information such as maps, drawings, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the bidder for the DIRECTOR INDUSTRIES in the course of the Services shall be confidential and become and remain the absolute property of the DIRECTOR INDUSTRIES. The bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the DIRECTOR INDUSTRIES, together with a detailed inventory thereof. The bidder may retain a copy of such documents, data and/ or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the

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7.14	Equipment, Vehicles and Materials Provided by the DIRECTOR INDUSTRIES	7.14.1	Equipment, vehicles and materials made available to the bidder by the DIRECTOR INDUSTRIES, or purchased by the bidder wholly or partly with funds provided by the DIRECTOR INDUSTRIES, shall be the property of the DIRECTOR INDUSTRIES and shall be marked accordingly. Upon termination or expiration of this Contract, the bidder shall make available to the DIRECTOR INDUSTRIES an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the DIRECTOR INDUSTRIES’s instructions. While in possession of such equipment, vehicles and materials, the bidder, unless otherwise instructed by the DIRECTOR INDUSTRIES in Writing, shall insure them in an
7.15	Equipment And Materials Provided by the bidder	7.15.1	Any equipment or materials brought by the bidder or its Experts and Personnel and used either for the Project or personal use shall remain the property of the bidder or the Experts and Personnel concerned, as applicable.
8. Bidders’ Experts, Personnel and Sub-Consultants			
S.No.	Particulars	Clause	Description
8.1	Description of Key Experts	8.1.1	The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the bidder’s Key Experts are described in Appendix B.

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8.2	Availability of Key Personne	8.2.1	<p>The consultancy team shall be available in the office of DIRECTOR INDUSTRIES or wherever posted, on all the working days of Govt. of Chhattisgarh, and on public holidays also as and when necessary as felt necessary by the DIRECTOR INDUSTRIES. This is necessary since the bidder needs to support the DIRECTOR INDUSTRIES continuously throughout the consultancy period. The attendance of the personnel will be monitored by the DIRECTOR INDUSTRIES or an authority /authorities so specified by the DIRECTOR INDUSTRIES.</p> <p>All the personnel of the Consultancy shall necessarily put in not less than 22 working days in any calendar month.</p>
8.3	Replacement of Key Experts	8.3.1	<p>Except as the DIRECTOR INDUSTRIES may otherwise agree in writing, no changes shall be made in the Key Experts.</p>
		8.3.2	<p>Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the bidder’s written request and due to circumstances outside the reasonable control of the bidder, including but not limited to death or medical incapacity. In such case, the bidder shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
8.4	Removal of Experts or Sub-consultants	8.4.1	<p>If the DIRECTOR INDUSTRIES finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the DIRECTOR INDUSTRIES determine that bidder’s Expert of Sub-bidder have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the bidder shall, at the DIRECTOR INDUSTRIES’s written request, provide a replacement.</p>
8. Bidders’ Experts, Personnel and Sub-Consultants			
S.No.	Particulars	Clause	Description

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8.1	Description Of Key Experts	8.1.1	The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the bidder’s Key Experts are described in Appendix B .
8.2	Availability of Key Personnel	8.2.1	The consultancy team shall be available in the office of DIRECTOR INDUSTRIES or wherever posted, on all the working days of Govt. of Chhattisgarh, and on public holidays also as and when necessary as felt necessary by the DIRECTOR INDUSTRIES. This is necessary since the bidder needs to support the DIRECTOR INDUSTRIES continuously throughout the consultancy period. The attendance of the personnel will be monitored by the DIRECTOR INDUSTRIES or an
8.3	Replacement of Key Experts	8.3.1	Except as the DIRECTOR INDUSTRIES may otherwise agree in writing, no changes shall be made in the Key
		8.3.2	Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the bidder’s written request and due to circumstances outside the reasonable control of the bidder, including but not limited to death or medical incapacity. In such case, the bidder shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
8.4	Removal of Experts or Sub-consultants	8.4.1	If the DIRECTOR INDUSTRIES finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the DIRECTOR INDUSTRIES determine that bidder’s Expert of Sub-bidder have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the bidder shall, at the DIRECTOR INDUSTRIES’s written request
		8.4.2	In the event that any of Key Experts, Non- Key Experts or Sub-consultants is found by the DIRECTOR INDUSTRIES to be incompetent or incapable in discharging assigned duties, the DIRECTOR INDUSTRIES, specifying the grounds therefore,

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		8.4.3	Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the DIRECTOR
		8.4.4	The bidder shall bear all costs arising out of or incidental to any removal and/ or replacement of such Experts.
9. Obligations of the Client (DIRECTOR INDUSTRIES)			
SNo	Particulars	Clause	Description
9.1	Assistance and Exemptions	9.1.1	The DIRECTOR INDUSTRIES shall use its best efforts to:
		9.1.1.1	Assist the bidder in obtaining work permits and such other documents as shall be necessary to enable the bidder to perform the Services.
		9.1.1.2	Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective
		9.1.1.3	Provide to the bidder, Sub-Consultants and Personnel any such other assistance as may be requested by the bidder and agreed by DIRECTOR INDUSTRIES
9.2	Access to Project Site	9.2.1	The DIRECTOR INDUSTRIES warrants that the bidder shall have, free of charge, unimpeded access to project site in respect of which access is required for the performance of the Services.
9.3	Counterpart Personnel	9.5.1	The DIRECTOR INDUSTRIES shall make available to the bidder free of charge such professional and support counterpart Personnel, to be nominated by the DIRECTOR INDUSTRIES with the bidder’s
9.4	Payment Obligation	9.6.1	In consideration of the Services performed by the bidder under this Contract, the DIRECTOR INDUSTRIES shall make such payments to the bidder for the deliverables specified in Appendix A and in such manner as is provided by CC Clause 10 below.
10. Payments to Bidder			
10.1	Contract Price	10.1.1	The Contract price as accepted by DIRECTOR INDUSTRIES fixed .

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		10.1.2	Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services and have amended in writing the Terms of Reference in Appendix A .
10.2	Payment	10 .2.1	In consideration of the Services performed by the bidder under this Contract as specified in Appendix A , the DIRECTOR INDUSTRIES shall make to the bidder such payments and in such manner as is provided in the Contract. This amount has been established based on the understanding that it includes all of the bidder's costs and profits excluding

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<p>10.3</p>	<p>Schedule of Payments</p>	<p>10.3.1</p>	<p>Schedule of Payments:- The Schedule of Payments will be as under:- 1. The bidder shall be paid on a quarterly basis for its services at the completion of each quarter. The payment will be based on rates finalized for the award of contract to the successful bidder. 2. Payments to the bidder would be made on a quarterly basis. The overall fees quoted by the bidder shall be paid in 8 equated instalments. 3. The bidder shall submit the invoice inclusive of fees, OPEs and applicable taxes. 4. The selected bidder should draw up a plan within first 1 month of appointment. The plan should contain both short term and medium term milestones. The milestones will cover all the key aspects of the assignment as detailed in the scope of work of the RFP (Clause 3.3) and include the deliverables as quantified Clause 3.3.9 5. The periodic/final payment, shall be released only after completion of the required milestones as per approved annual plan</p> <ul style="list-style-type: none"> • Submission of a statement of work having been executed as per the contract and requirements detailed in the RFP Document, or communicated RFP for Public Relations (PR) Firm subsequently by DIRECTOR INDUSTRIES. <p>Quarterly impact analysis report</p> <ul style="list-style-type: none"> • A monthly working report duly verified by the designated nodal officers of departments where service was rendered in the given Standard Reporting Format. • Submission of related proof of work including press cuttings and AVs where required • Quarterly deliverable submission as per checklist • Submission of certified team deployment for each quarter and payment will be limited to the resource deployment in that quarter, subject to agreed deployment plan mentioned in “Key Personnel Requirement” section of the RFP, unless any change is mutually agreed
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Request for Proposal for “Selection of Professional Communication Agency for Investment Promotion and Investor Connect”

10.4	Payment Deduction Clause	10.4.1	The envisaged measurable milestones and the deliverables as quantified after the award of contract and before signing of Contract with DOI will form the basis for measurement of performance before release of any payment and will form part of contract.
		10.4.2	Any delays from the time schedule stipulated by DIRECTOR INDUSTRIES for quantifiable items listed at page.....and milestones listed in the approved strategy and plan items of work or listed in the Scope of Work/Deliverable/Agreement would entitle DIRECTOR INDUSTRIES for compensation of 1% of the contract value per month , subject to a ceiling of 10% of the contract value
		10.4.3	The bidder recognizes that payments are linked to, and dependent on the successful completion of Services, within timelines mentioned in this RfP, quality of the Services and submission of all relevant deliverables sought under this Contract.
10.5	Reimbursable	10.4.1	The bidder shall furnish the DIRECTOR INDUSTRIES with the bills of expenses it incurred for the travel/accommodation/food for the team members, journalists or any other expenses incurred in the arrangement of events. The reimbursements of such bills shall be made by the DIRECTOR INDUSTRIES. (For travel out of Raipur, cost of travel and accommodation during travel will be reimbursed by DIRECTOR INDUSTRIES, as per the DIRECTOR INDUSTRIES TA/DA rules for DGM level).
10.6	Taxes and Duties	10.5.1	The bidder is responsible for meeting any and all tax liabilities arising out of the Contract. Income tax shall be deducted from the payments to the bidder at source in accordance with prevalent law.
10.7	Currency	10.6.1	All payment under this Contract shall be made in Indian Rupees.
10.8	Mode of Billing and Payment	10.8.1	The total payments under this Contract shall not exceed the Contract Price set forth in CC Clause 10.1 and the payments under this Contract shall be made in lump- sum instalments against deliverables specified in Appendix A .

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		10.8.2	<p><u>The Lump-Sum Instalment Payments:</u> The DIRECTOR INDUSTRIES shall pay the bidder within sixty (60) days after the receipt by the DIRECTOR INDUSTRIES of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the DIRECTOR INDUSTRIES does not approve the submitted deliverable(s) as satisfactory in which case the DIRECTOR INDUSTRIES shall provide comments to the bidder within the same sixty (60) days period. The bidder shall thereupon promptly make any necessary corrections, and thereafter the</p>
		10.8.3	<p><u>The Final Payment:</u> The final payment under this Clause shall be made only after the final reports on the output of the Services have been submitted by the bidder and approved as satisfactory by the DIRECTOR INDUSTRIES. The Services shall then be deemed completed and finally accepted by the DIRECTOR INDUSTRIES. The last lump-sum installment shall be deemed approved for payment by the DIRECTOR INDUSTRIES within ninety (120) days after receipt of the final reports on the output of the Services by the DIRECTOR INDUSTRIES unless the DIRECTOR INDUSTRIES, within such ninety (120) days period, gives written notice to the bidder specifying in detail deficiencies in the Services. The bidder shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>Any amount, which the DIRECTOR INDUSTRIES has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in</p>
			<p>Days after receipt by the bidder of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the DIRECTOR INDUSTRIES of a final report and a final statement approved by the DIRECTOR INDUSTRIES in accordance with the</p>
		10.8.4	<p>All payments under this Contract shall be made to the bank account as intimated by the bidder.</p>

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		10.8.5	With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the bidder of any obligations hereunder
	Good Faith	11.1. 1	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.

12. Settlement of disputes

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. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/ differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.

Arbitration

In case the dispute is not resolved any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by Additional Chief Secretary / Principal Secretary, Government Chhattisgarh, Department of Industries. Arbitration proceedings shall be conducted at Raipur and the award shall be made in English or Hindi language. Following are agreed:

- The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Contract.

Request for Proposal for “Selection of Professional Communication Agency for Investment Promotion and Investor Connect”

Tentative Reporting Format (to be submitted with invoice will be finalized by the DOI in discussion with the selected bidder)

Month: _____

Expected Deliverable	Description of work	Date of Submission	Submitted to	Status	Verified by

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Team Deployment Certificate/month (to be submitted with invoice)

(To be filled by each Team member and certified by Project Director)

Name of resource:

Position assigned:

Month:

No. of days of Involvement in the Project	Main projects handled	No Days of absence	Substitute team member during absence

Certified by

NAME:

PROJECT DIRECTOR

Appendices

Request for Proposal for “Selection of Professional Communication Agency for Investment Promotion and Investor Connect”

APPENDIX A – FINAL TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the DIRECTOR INDUSTRIES and the bidder during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed requirements of the Services and list of deliverables including satisfactory monthly progress on ongoing activities against which the payments to the bidder will be made; DIRECTOR INDUSTRIES’s input and assistance to be made; specific tasks or actions that require prior approval by the DIRECTOR INDUSTRIES.

The text based on the Section III (Terms of Reference) of the RFP as modified in the light of the Forms TECH-1 through TECH-18 of the bidders Technical Proposal and finally approved in negotiations will be inserted here.]

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APPENDIX B - KEY EXPERTS

[A table based on Form TECH-4 of the bidders Technical Proposal and finalized at the Contract’s negotiations will be inserted here. The CVs signed by the respective Key Experts) demonstrating the qualifications of Key Experts will also be attached.]

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SECTION VI CONTRACT FORMS

Request for Proposal for “Selection of Professional Communication Agency for Investment Promotion and Investor Connect”

Section VI : Contract Forms

6.1 Contract Agreement

(To be executed on Non-Judicial Stamp Paper of appropriate value)

Contract for Procurement of Services of PR Firm for Chhattisgarh

(Lump-Sum Based)

Between

The Director, Director Industries

Head Office 1st Floor, Udyog Bhawan, Telibandha, Ring Road No.1, Raipur, Chhattisgarh, India

and

[Name of the Firm]

Dated:

CONTRACT AGREEMENT

Request for Proposal for “Selection of Professional Communication Agency for Investment Promotion and Investor Connect”

This CONTRACT (hereinafter called the “Contract”) is made the [day number] day of the month of [month], [year], between, on the one hand, The Director, Director Industries, Head Office 1st Floor, Udyog Bhawan, Telibandha, Ring Road No.1, Raipur, Chhattisgarh, India (hereinafter called the “Client”) and, on the other hand, [name of Firm] (hereinafter called the “bidder”).

WHEREAS:

(a) The Client has requested the bidder to provide services PR Firm for Chhattisgarh as defined and described in this Contract (herein after called the “Services”)

(b) The bidder, having presented to the Client that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on 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 Technical and Financial Proposals (Bids) submitted by the bidder

(b) The Statement of Outcomes of Negotiations

(c) The Conditions of Contract

(d) Appendices:

Appendix A: Final Terms of Reference

Appendix B: Key Experts

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Conditions of Contract; Appendix A; Appendix B. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the bidder shall be as set forth in the Contract, in particular:

(a) the bidder shall carry out the Services in accordance with the provisions of the Contract; and

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(b) the Client shall make payments to the bidder in accordance with the provisions of the Contract.

(c) The work shall commence on and be completed within a period of 12 months.

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

Witness 1

FOR AND ON BEHALF OF (THE
Bidder)

Witness 2

(Name)

(Designation)

(Address)

Witness 1

FOR AND ON BEHALF OF THE DIRECTOR INDUSTRIES

.....

Witness 2

(Name)

(Designation)

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)

6.2 Format of Bank Guarantee for Performance Security

(To be issued by a Scheduled Bank in India and properly stamped)

Bank's Name and Address of Issuing Branch

Beneficiary:

The Director, Director Industries

Head Office 1st Floor, Udyog Bhawan, Telibandha, Ring Road No.1, Raipur, Chhattisgarh, India

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (Name of the Bank) having its Head/ Registered office at _____ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favor of, The Director, Director Industries having its office at Head Office 1st Floor, Udyog Bhawan, Telibandha, Ring Road No.1, Raipur, Chhattisgarh, India, hereinafter referred to as "DIRECTOR INDUSTRIES", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS,

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Investment Promotion and Investor Connect”**

A. By the Agreement being entered into between DIRECTOR INDUSTRIES and _____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office/permanent address at _____ hereinafter called the “Bidder”. The bidder has been selected to provide “Services PR for Chhattisgarh” (herein referred to as “the Assignment”).

B. In terms of the Contract, the bidder is required to furnish to DIRECTOR INDUSTRIES, an unconditional and irrevocable bank guarantee for an amount of Rs. _____/- (Rupees _____ Only) as security for due and punctual performance/ discharge of its obligations under the Agreement.

At the request of the bidder, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the bidder of its obligations under the Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by the bidder of all its obligations relating to the Assignment during the Agreement Period.

2. The Guarantor shall, without demur, pay to DIRECTOR INDUSTRIES sums not exceeding in aggregate Rs. _____/- (Rupees _____ Only), within five (5) calendar days of receipt of a written demand therefor from DIRECTOR INDUSTRIES stating that the bidder has failed to meet its performance obligations under the Agreement.

The Guarantor shall not go into the veracity of any breach or failure on the part of the bidder or validity of demand so made by DIRECTOR INDUSTRIES and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the bidder or any other Person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. In order to give effect to this Guarantee, DIRECTOR INDUSTRIES shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions

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of the Agreement or other documents or by the extension of time for performance granted to the bidder or postponement/ non-exercise/ delayed exercise of any of its rights by DIRECTOR INDUSTRIES or any indulgence shown by DIRECTOR INDUSTRIES to the Second Party and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by DIRECTOR INDUSTRIES or any indulgence shown by DIRECTOR INDUSTRIES provided nothing contained herein shall enlarge the Guarantor’s obligation hereunder.

4. This Guarantee shall be irrevocable and shall remain in full force and effect until 60 days after fulfillment of all the obligations of the bidder under the Agreement, unless discharged/ released earlier by DIRECTOR INDUSTRIES in accordance with the provisions of the Agreement. The Guarantor’s liability in aggregate be to a sum of Rs. _____/- (Rupees _____ Only).

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

6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS
HEREUNTO

N THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by
_____ Bank and Branch

by the hand of Shri _____

its _____ and authorised official.

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(Signature of the Authorised Signatory)

(Official Seal)