

# **e-Request for Proposal (e-RFP)**

For

## **APPOINTMENT OF MULTI-MEDIA CREATIVE AGENCY FOR THE SAGARMALA PROGRAMME**



### **Indian Ports Association**

1st Floor, South Tower, NBCC Place,  
Bhisham Pitamah Marg, Lodhi Road,

New Delhi 110 003  
Email: tender.ipa@nic.in

December, 2018

**10000/-**

**LETTER FOR ISSUE OF e-RFP FOR THE APPOINTMENT OF MULTI MEDIA CREATIVE AGENCY FOR THE SAGARMALA PROGRAMME**

The set of e-RFP document is issued to:

Name :

Address :

The cost of the RFP document is INR 10,000/- (Indian Rupees Ten Thousand only)

**IPA**

Signature of the Officer

Issuing the RFP Document : \_\_\_\_\_

**Indian Ports Association**

IPA/GAD/Sagarmala/MMCA/2018

22/12/2018

**Notice Inviting e-RFP for appointment of Multi-Media Creative Agency for the Sagarmala Programme**

Ministry of Shipping, Government of India/Indian Ports Association wishes to appoint a Multi-Media Creative Agency for preparing and implementing the media and branding campaign for the Sagarmala Programme. Accordingly, Indian Ports Association (IPA) invites e-Request for Proposal (e-RFP) from interested Agencies / Firms / Consortia for the above stated objective.

The e-RFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee is available in the web site [www.ipa.nic.in](http://www.ipa.nic.in) & <https://eprocure.gov.in/eprocure/app>

The schedule for receipt of the application is as follows:-

1. Last date Submission of Pre-bid queries & clarification 1300 Hrs on 02.01.2019
2. Pre-bid meeting at 1430 Hrs on 02.01.2019
3. Receipt of offers on or before 1500 Hrs on 14/01/2019
4. Opening of Technical offers at 1530 Hrs on 14/01/2019

Reputed and interested Agencies / Companies / Firms/ Consortia may download the e-RFP from the above website and send in their response to the Managing Director, Indian Ports Association, 1st. floor, South Tower, NBCC Place, Bhishma Pitamah Marg, Lodi Road, New Delhi – 110 003.

In case, if RFP document is downloaded from website, the requisite document fee of Rs. 10,000/- in form of Demand Draft, in favor of Indian Ports Association shall be submitted along with bid.

Online Bids will be accepted only at eProcurement web site <https://eprocure.gov.in/eprocure/app> (CPPP). If any bidder failed to submit online, then Bid shall be treated as “Non-Responsive”.

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## Indian Ports Association

### Appointment of Multi-Media Creative Agency for the Sagarmala Programme

#### 1. Introduction

The Sagarmala Programme has been launched by the Government of India to promote port-led development in the country. The ‘Sagarmala - Concept and Implementation’ was approved by the Union Cabinet on 25<sup>th</sup> March, 2015. The Sagarmala Programme will focus on four pillars of development, namely:

- i. **Port Modernization & New Port Development:** Transforming existing ports into world class ports through capacity augmentation, modernization of port infrastructure and improving operational efficiency of the ports. Development of new ports is also envisaged as part of this objective
- ii. **Port-led Connectivity:** Improving port evacuation and connectivity to the hinterland and developing optimal multi-modal logistic solution for efficient, cost effective movement of cargo and to harness the potential of inland waterways / coastal shipping
- iii. **Port-led Industrialization:** Undertaking development of Coastal Economic Zones with projects like port based industrialization, coastal tourism, logistics parks etc. and aligning with the ‘Make in India’ initiative. Port based industrialization will include development of port based industrial parks, promoting captive industries and ancillary facilities and covering ship building / repair and other maritime related industries
- iv. **Coastal Community Development:** Sustainable development of coastal communities through skill training programs, development of coastal tourism, fisheries and other activities.

As the Sagarmala Programme involves multiple stakeholders, both from the government set up (e.g. Central Ministries, State Governments, State Maritime Boards etc.) and non-governmental set up (E.g. Infrastructure Companies, Industry Associations, Project Financing Agencies, General Public etc.), it is critical to streamline, customize and manage the media and branding activities related to the programme.

To this endeavour, Indian Ports Association on the direction of Ministry of Shipping has been mandated to appoint a Multi-Media Creative Agency for preparing and implementing the media and branding campaign for the Sagarmala Programme.

#### 2. Objective

2.1. The objective of this e-RFP is to engage a reputed Multi-Media Creative Agency for a period of one (1) year which may be extended for a subsequent period of one (1) year, on mutual consent, for preparing and implementing the media and branding campaign for the Sagarmala Programme. This will focus on:

- i. Creating world class designs for publicity and promotional material for print (newspapers, brochures, posters, newsletter, calendars, diaries, planners and any other material required) outdoor campaigns, new media, social media, electronic (both TV & Radio) for creating awareness and generating interest about the Sagarmala Programme among the various identified stakeholders and developing the Sagarmala brand
- ii. Tailoring the communication (content and medium of communication), for the various stakeholders according to the requirements of the programme
- iii. Increasing the interaction and communication between the ports and the larger coastal community. The list of 12 Major Ports is attached as **Annexure-I**.

2.2. The RFP document provides the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria, EMD, application fee and suggested response formats and easy understanding has been divided into following sections:

- Section 1 - Instructions to Consultants
- Section 2 - Terms of Reference (ToR)
- Part I - Objective & Scope of Services
- Part II - TOR related information, Terms & Conditions
- Section 3
- Technical Proposal - Standard Forms & Other Undertakings
- Financial Proposal - Standard Forms



## Section 1

### (Instructions to Consultants)

#### Standard

##### 1. Definitions

- (a) “Employer” means the Ministry of Shipping, Government of India/ IPA which has invited the bids for consultancy services and with which the selected Agency / Company / Firm / Consortium signs the Contract for the Services and to which the selected Agency / Company / Firm / Consortium shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant” means any interested Agency / Company / Firm / Consortium who submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information”, means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of India
- (g) “Ministry” means the Ministry of Shipping, Government of India
- (h) “Instructions to Consultants” (Section 1 of the RFP) means the document, which provides Consultants with all information needed to prepare their proposals.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-consultant and assigned to perform the Services or any part thereof.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (l) “Assignment/Job” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “Sub-Consultant” means any person or entity with which the Consultant subcontracts any part of the Assignment/job.
- (n) “Terms of Reference” (TOR) means the document included in the RFP as Section 2 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignments/job.

##### 2. Introduction

2.1 The Employer will select a Multi-Media Creative Agency / Company / Firm / Consortium (the Consultant) in accordance with the method of selection specified in the Part II of Section 2.

2.2 The name of the assignment/job has been mentioned in Section 1. Detailed scope of assignment/job has been described in the Terms of Reference in Section 2.

2.3 The date, time and address for submission of the proposals have been given in Section 1.

2.4 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Section 1. The Proposal will be the basis for signed Contract with the selected Consultant.

2.5 The Employer will provide to the Consultants the inputs and facilities specified in the Section 2 without any cost and make available relevant project data and reports.

2.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

### **3. Eligibility of Association of Consultants and Sub-Consultants**

3.1 If the Consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/eligibility criteria set forth in Part II of Section 2. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.

3.2 A consultant may associate with consultants and/or individual expert at the time of submission of proposal. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II of Section 2. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has submitted the proposal and employer shall deal with only the lead member for the purpose of this assignment. Although, the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspect of their proposal, contract, etc.

### **4. Clarification and Amendment of e-RFP Documents**

4.1 Consultants may request a clarification on any clause of the e-RFP documents up to the number of days indicated in the Section 1 before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Section 1. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 4.2 below.

4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

### **5. Conflict of Interest**

5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting activities:** A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project and any of its goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography and satellite imagery.

**Conflicting Assignment/job:** A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer.

**Conflicting relationships:** A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

## **6. Unfair Advantage**

6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

## 7. Proposal

7.1 Consultants shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

## 8. Preparation of Proposals

8.1 The proposal as well as all related correspondence exchanged by the Consultants and the 'Employer' shall be written in English language, unless specified otherwise.

8.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

8.3 While preparing the Technical Proposal, if a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub consultancy, it may associate with a Consultant who has not been technically qualified as a part of the application process of this RFP.

8.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section 3. The section 3 indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (d) using the attached Standard Forms (Section 3). Form TP-1 in Section-3 is a sample letter of technical proposal which is to be submitted along with the technical proposal.

- (a) A brief description of the consultant's organisation and in the case of a consortium/joint venture of each partner will be provided in Form TP-2. In the same Form, the consultant and in the case of a consortium/joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal. In case of client confidentiality agreements, a self-certification has to be provided by the Managing Director of the consultant.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the Assignment/job;

and on requirements for facilities including administrative support, office space, data, etc. to be provided by the Employer (Form TP-3 of Section 3).

- (c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects; technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TP-4 of Section 3. The work plan should be consistent with the Work Schedule which will show in the form of a bar chart the timing proposed for each activity.
- (d) CVs of the Professional staff as mentioned above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TP-5 of Section 3).
- (e) *Please note that the CVs submitted will be taken as the final team for this project, any replacement made will have to be matched by the domain expertise and experience of the person to be replaced. Five percent of the total monthly retainer ship fee will be deducted in case of any replacement.*
- (f) *Please note that the selected agency will have to dedicate manpower to be working from the Ministry's premises/any other location the Ministry provides, the Ministry of Shipping will not be providing any design software, internet, color printing, laptops to the personnel working from the Ministry's premises/any other location the Ministry provides.*

8.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

#### 8.6 **Financial Proposals:**

The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

### 9. **Proposal Validity**

The proposal shall be valid for 180 (one hundred and eighty) days from the date of opening of the proposal.

### 10. **Taxes**

The consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as Goods & Service Tax (GST)) on amount payable by the employer under the contract. **All applicable taxes must be included by the consultant in the financial proposal.**

### 11. **Currency**

Consultant shall express the price of their Assignment/Job in Indian Rupees.

### 12. **Earnest Money Deposit (EMD) and Performance Bank Guarantee**

#### 12.1 **Earnest Money Deposit**

- i. An EMD of Rs. 2,50,000.00 (Rupee Two Lakh fifty thousand only), in the form of Demand Draft(DD) drawn in favour of Indian Ports Association, payable at New Delhi has to be submitted alongwith the proposal.
- ii. Proposal not accompanied by EMD shall be rejected as non-responsive.
- iii. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- iv. No bank guarantee will be accepted in lieu of the earnest money deposit.
- v. The EMD of the unsuccessful bidders would be returned back within 45 days of award of job.

### **12.2 The EMD shall be forfeited by the Employer in the following events:**

- i. If proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- iii. If the consultant tries to influence the evaluation process.
- iv. If the first ranked consultant withdraws his proposal during financial negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

### **12.3 Performance Guarantee**

EMD of the successful bidder will be retained by the employer towards Performance Guarantee for entire validity period of empanelment. No interest will be paid on performance guarantee.

### **12.4 Penalty Clause**

**12.4.1** The agency would have to submit Performance Guarantee for amount equivalent to 10% of the value of the contract after the contract is awarded to it, the EMD will be returned once the Performance Bank Guarantee is submitted. The Performance Bank Guarantee shall be liable to be forfeited in full or part in case of underperformance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Ministry of Shipping, Govt. of India as per details given below: (a) In case it is noticed that agency has been unable to deliver any work enumerated in the work order or specified by the Ministry of Shipping a penalty @ 15% would be imposed of the total to the monthly retainer ship fee. (b) In case if it is noticed that agency has been unable to undertake miscellaneous work including adaptation and replication of creatives, a penalty of 5% of the monthly retainership for that particular year, shall be levied for every default. (c) In case the agency fails to maintain inventory of the Ministry properly, a penalty of 5% of the monthly retainership (d) In case the agency loses the inventory stock of the Ministry of Shipping or fails to transfer it to the new incumbent agency after the contract is over, the agency shall be blacklisted, damages would be recovered from the agency and appropriate legal action shall be taken. A Committee of officers of appropriate level decided by the competent authority will decide on damages to be recovered and/or other action to be taken, after examining all aspects of the case.

*\* Please note that the quantum of penalty can be increased if the Ministry of Shipping feels that the agency has failed to perform its duties satisfactorily. The decision of the*

*Editorial Board comprising of officers not below the rank of Joint Secretary will be final in this regard.*

## **12.5. Termination**

**12.5.1** Ministry of Shipping/IPA may terminate the Contract of the agency or may initiate penal proceedings as per law of India, in case of the occurrence of any of the events specified below : (i) If the Agency becomes insolvent or goes into compulsory liquidation. (ii) If the Agency, in the judgment of Ministry of Shipping, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract. (iii) If the Agency submits to Ministry of Shipping a false statement which has a material effect on the rights, obligations or interests of Ministry of Shipping. (iv) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Ministry of Shipping. (v) If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In such an occurrence Ministry of Shipping shall give a written advance notice of 15 days before initiating action.

## **12.6 Other Important Information**

**12.6.1.** The ownership of all publicity material produced / designed through the Agency will at all time rest with the Ministry of Shipping, Government of India and the agency / copy writer / photographer / producer, etc. will have no proprietary or other rights in respect of the same. This would include full copyright for all time use of the images / photographs / radio jingles used in the creatives and publicity material (unless bound by copyright rules).

**12.6.2.** The Agency will provide the creatives and publicity & promotional material in standard international formats as would be required and conveyed by the Ministry of Shipping, Govt. of India.

**12.6.3.** The Agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. The Ministry of Shipping will not be a party to any disputes arising out of copyright violation by the agency.

**12.6.4.** The Agency will be responsible for obtaining any permissions that may be required for undertaking work as detailed in this RFP Document. The Ministry of Shipping will assist the Agency in this regard, wherever possible.

**12.6.5** The Creative Agency will at no time resort to plagiarism. The Ministry of Shipping will not be a party to any dispute arising on account of plagiarism resorted to by the agency.

## **13. Submission, Receipt and Opening of Proposal**

**13.1** The original proposals, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants themselves. The person who signed the proposal must initial such corrections. Submission of letters for both Technical and Financial Proposals should respectively be in the format of TP- 1 of Section 3 & FP-1 of Section 3.

**13.2** An authorized representative of the consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

### **13.3 Application must submit:**

#### **• Technical proposal:**

Scanned copies of Technical Bid shall be submitted on e-Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also two hard copies (one original + one copy) and along with 2 soft copies in word & pdf format in Pen drive. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE- 1530 Hrs. on 14.01.2019".

#### **■ Financial Proposal:**

The Financial bid should be submitted Online only as per the Price Schedule given in Section 3 Financial Proposal and attached in PDF format in e-procurement Portal only (CPPP) <https://eprocure.gov.in/eprocure/app>. Any Indication of 'Quoted Price' in the online technical Bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy of financial Bid shall be submitted. The price Bid submitted through e-procurement mode only will be taken up for the purpose for evaluation. Please refer Annexure-III for further details.

**13.4** The Proposal must be sent to the address/ addresses indicated in the Section 1 and received by the Employer no later than the time and the date indicated in the Section 1 or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened. **All the pages of the Technical Proposals should be numbered, failing to do so will make the bid unresponsive.**

## **14. Proposal Evaluation**

**14.1** From the time the proposals are opened to the time contract is awarded, the consultants should not contract the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the employer in the examination, evaluation, ranking of Proposal, and recommendations for award of contract may result in the rejection of the consultant proposal.

**14.2** The employer will constitute a selection Committee which will carry out the entire evaluation process.

**14.3** Selection Committee while evaluating the technical proposal shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

**14.4** The selection committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Term of Reference and by applying the evaluation criteria specified in Section 2.

**14.5** Financial proposal of only those firms who are technically qualified shall be opened on the date & time specified by employer in the presence of the consultants' representatives who choose to attend.

## **15. Technical Negotiations**

**15.1** Technical negotiation will include a discussion on the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The employer and the Consultants will finalize the Terms of Reference, staffing Schedule, work schedule, logistics and reporting. These documents will then be incorporated in the contract.

**15.2** Availability of Professional/Staff/Expert: Employer will require assurances that the Professional staff will be actually available

**16. Award of Contract:** After technical Negotiations, the employer shall issue a letter of intent (LOI) to the selected consultant. The consultant will sign the contract after fulfilling all the formalities/pre-conditions like submission of Performance Bank Guarantee, etc.

## **17. Confidentiality**

Information relating to evaluation of Proposal and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposal or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any consultant of confidential information related to the process may result in the rejection of its proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

## **18. Timelines and Schedule**

The schedule for receipt of the application is as follows:-

1. Last date Submission of Pre-bid queries & clarification 1300 Hrs on 02.01.2019
2. Pre-bid meeting at 1430 Hrs on 02.01.2019
3. Receipt of offers on or before 1500 Hrs on 14/01/2019
4. Opening of Technical offers at 1530 Hrs on 14/01/2019

**19. Contents of Proposal Document:** The Proposal Document comprises the contents as mentioned in this document and would additionally include Addendum if any, issued by The Chief Administrative Officer, Indian Ports Association, New Delhi.

## **20. Scrutiny and Evaluation of Proposals:**

Preliminary Scrutiny:

In the first instance the officer of (Tender Inviting Authority) appointed for opening of proposals shall ascertain the availability of proper Proposal Security. In case a proposal is received without the requisite and proper Proposal Security, it shall be summarily rejected and the second envelope of such proposal containing Financial Proposal shall be returned unopened to the concerned bidder/s.

Responsiveness of Proposals:

The proposals received on time, accompanied by the requisite and proper Proposal Security shall thereafter be examined for responsiveness. A responsive proposal is one which conforms to all requirements of the Proposal Document. A proposal may be treated non-responsive for any or all of the following reasons: -

- a. The bidder/s not meeting all of the 'Minimum Eligibility Criteria' as stipulated in the 'Notice Inviting RFP.
- b. All the information as indicated in the Proposal Document is not furnished.
- c. Validity of proposal not confirmed.
- d. Proposal documents not signed and sealed in the manner prescribed in the Proposal Document.
- e. The proposal and supporting documents show significant variations and or inconsistency/ies.
- f. If the technical proposal indicates/ discloses directly or indirectly financial proposal.

A non-responsive proposal shall be rejected at this stage and the second envelope of concerned bidder/s will be returned unopened to them.

## **21. Scrutiny of Technical Proposals:**

Responsive bids shall be examined in details for their technical contents. Compliance to detailed Scope of work, Experience of bidder, proposed work plan for implementation, team composition etc. of the bidders shall be checked. In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing. However, the basis of proposal shall not be permitted to be changed/alterd either to fulfill minimum eligibility criteria or to make a non-responsive proposal responsive or to qualify for meeting the technical proposal parameters. The proposals which are found deficient or defective or unacceptable due to any reason shall be treated as non-responsive.

## **22. RFP Document**

The RFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee are available on the website <http://ipa.nic.in> as well as eProcurement Portal (CPPP) [www.eprocure.gov.in](http://www.eprocure.gov.in)

Reputed and interested firms/consulting firms/consortia may download the eRFP from the above websites

In case, if RFP is downloaded from website, the requisite document fee of Rs. 10,000/- in form of Demand Draft, In favour of Indian Ports Association shall be submitted along with bid.

## **23. Submission of Proposal**

Proposal, in its complete form in all respect as specified in the RFP document, must be submitted to

Managing Director,  
Indian Ports Association,  
1st. floor, South Tower, NBCC Place,  
Bhishmah Pitamah Marg,  
Lodi Road, New Delhi – 11003

The bids received after due date & time will be rejected and no action will be taken on these bids.

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## **Section 2 Terms of Reference (ToR)**

### **PART I: Objective & Scope of Services**

#### **1. Objective of Assignment**

Indian Ports Association wishes to appoint a Multi-Media Creative Agency (“Consultant”) for a period of one (1) year which may be extended for a subsequent period of one (1) year, on mutual consent, for preparing and implementing the media and branding campaign for the Sagarmala Programme.

#### **2. Scope of Work:** The scope will include but not restricted to the following:

The broad scope of work of the Consultant is given below but not limited to:

- A. Developing and creating world class designs for publicity and promotional material for print (newspapers, brochures, posters, newsletter, calendars, diaries, planners and any other material required) outdoor campaigns, new media, social media, electronic ( both TV & Radio) for creating awareness and generating interest about the Sagarmala Programme among the various identified stakeholders and developing the Sagarmala brand
- B. Creating and implementing a comprehensive branding and media (print, electronic, outdoor, social media (in consultation with the Ministry’s PR & Social Media Agency), digital plan for Sagarmala Programme.
- C. Implementing the media and branding plan for Sagarmala Programme
- D. Monitoring & evaluating the roll-out of the media and branding plan

The Consultant will also be responsible for any other work, related to the Conventional Media and branding activities for Sagarmala, as assigned by the Ministry of Shipping / IPA.

The detailed scope of work of the Consultant will include but not limited to:

#### **A. Developing a multimedia and branding plan for Sagarmala Programme including Branding, Print, Electronic, Outdoor & Digital plan**

- i) Create stakeholder mapping to the relevant communication content and identify brand touch points for the Sagarmala Programme in consultation with the Ministry of Shipping. Plan should be developed for a one year period with clear and actionable timelines.
- ii) Based on above, develop comprehensive and actionable Branding, Print, Electronic, and Outdoor & Digital plan. This should include:
  - a. a communication and events calendar for a period of one year
  - b. Branding, Print, Electronic, Outdoor & Digital plan for one year.
  - c. a 360 degree multi-media buying and branding budget, for a period of one year in consultation with the Ministry of Shipping. The Ministry reserves the right to make amendments to the plan as per requirement. All advertisements will be released through DAVP.
  - d. Other aspects mentioned in the scope of work which needs to be included

## **II. Market & Audience Mapping:**

1. Propagating and highlighting projects with line Ministries, State Governments, Maritime Boards, industries, Department of States in line with the overall framework of port-led development under the four pillars of Sagarmala namely – 1) Port Modernizations, 2) Port Industrialization, 3) Port Connectivity & 4) Coastal Community Development.
2. Identify & engage with key stakeholders and opinion leaders to guide means and tone of communication for focused publicity.

## **III. Media Prioritization:**

Evaluating and prioritizing key media for each activity. Choosing between Social, influencer outreach, mass media for each initiative, depending on markets, audience and desired outcome.

### **2) Reporting**

- a. A weekly progress report in accordance with the timelines and deliverables needs to be presented to an officer assigned by the Ministry of Shipping. A report with all the designs and collaterals needs to be submitted on a monthly basis for evaluation.

### **3) Internal Communication activities**

- a. Assist in identifying internal communication opportunities.
- b. Assist in designing a communication policy and quarterly plan based on long-term and short-term objectives in consultation with other relevant departments
- c. Assist in designing internal communication literature/brochures/stationery at regular interval.

## **(B) Content Creation**

The agency will need to create original content for various mediums of communication. The agency will be provided with source content and the agency should be able to make relatable and comprehensible content on their own as per the medium of communication.

- a. Design, develop and help in implementing suitable and synergistic 360 degree communication collaterals which could include elements of Print, Audio-Visuals, Outdoor communication, social & digital media, or any other medium as may be required.
  - ii. Recommend suitable media advertisement plan to achieve the plan objectives in the most cost effective manner. The 360 degree multi-media plan and strategy recommendations should include innovative ways to overall brand Sagarmala Programme.
  - iii. Regularly update the Sagarmala website content and integrate it with the online digital media campaign.
  - iv. Design and develop promotional materials for Sagarmala. As part of this activity:
    - v) Design and develop marketing collaterals like brochures, leaflets/flyers, Direct mailers, Outdoor, Standees, Delegation Kits (dockets, pads etc.) for propose of summits/events/conferences/seminars etc., as may be planned under the Sagarmala programme.

**(b) Monitoring & Evaluating the roll-out of the media and branding plan**

- i. Provide periodic reports to the Ministry on the progress of the communication and media plan implementation. Reports should include, but not limited to, milestones / activities completed, upcoming milestones / activities, delays / bottlenecks and any assistance required from Ministry of Shipping
- ii. Monitor and evaluate the effectiveness of various communication and branding activities on a periodic basis and recommend any course correction on the media and branding plan if required.

**3.Key Deliverables:**

The main deliverables of the assignment will be:

<b>Indicative List of marketing , branding and promotional collaterals to be designed for Sagarmala Programme</b>			
<b>S.No</b>	<b>Deliverable Type</b>	<b>Deliverable Details</b>	<b>Approximate number of designs</b>
1	<b>Brand Identity</b>	Banner, Standees, Venue Creative, design of envelopes, letter heads and other branded stationery with the exhibiting logo and norms of the Ministry.	Venue specific design per conference/seminar (Min 12 per year , can increase as per requirement), minimum of 3 options per design
2	<b>Brand Awareness</b>	Advertisements - Newspaper & Magazine  TVCs	25 insertions per year (can increase as per requirement), minimum of 3 options per design Creations of TVCs

		Radio  Outdoor Campaigns	per requirement (TVCs will be reimbursed as per DAVP rates)  Creation of Jingles as per requirement (DAVP rates)  Quarterly campaigns, minimum 3 design options per campaign, to be released through DAVP
		Campaign collaterals – 1) e-mailers 2) brochures 3) newsletters,	Fortnightly e-mail campaigns As per requirement  Bi-monthly Sagarmala Newsletter (minimum of 2 options per design)
3	<b>Online Digital</b>	Digital Media Advertisement	12 campaigns per year (can increase or decrease as per requirement)
4	<b>Conferences/Seminars</b>	Annual conferences/meeting on National Sagarmala Apex Committee (NSAC) (4 per year), states and other seminars/conferences	12 conferences yearly
		Event delegate kits, docket, mementos etc	1 design per conference/seminar.
		Design of signage/hanging signages	2 design/conference
		Stage backdrop	2 design/conference
5	<b>Content Creation</b>	Create content for bi-monthly newsletter	

*Note: The above numbers are tentative and subject to change*

4.1 The consultant is required to submit the final deliverables in the appropriate formats (E.g. All video based deliverables should be submitted in the HD format) and these deliverables will remain the property of Ministry / IPA and will not be used for any other purpose other than those intended under RFP without obtaining permission of Ministry / IPA. Ministry / IPA will issue completion certificate to this effect.

4.2 Each deliverable of the consultant, including its rate reasonability, will be reviewed by an expert committee constituted by Ministry / IPA for this purpose. The consultant would also be required to make a presentation of the draft deliverables before Ministry / IPA and incorporate their suggestions in the final deliverables.

4.3 The consultant shall ensure timely completion of the milestones mentioned above. **The Ministry of Shipping/IPA holds the right to terminate the contract with the agency by giving a prior notice of 15 days.**

## **PART II: TOR related information**

### **1. Conditions under which this RFP is issued:**

- i. This RFP is not an offer and is issued with no commitment. IPA reserves the right to withdraw the RFP and change or vary any part thereof at any stage. IPA also reserves the right to disqualify any bidder, should it be so necessary at any stage. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- ii. IPA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP
- iii. The Applicant shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying postage, delivery fess, expenses associated with any demonstration or presentations which may be required by IPA or any other costs incurred in connection with or relating to its proposal. All such cost and expenses will remain with the Applicant and IPA shall not be liable in any manner whatsoever for the same or for any other expenses incurred by an Applicant in preparation or submission of the Proposal.
- iv. IPA reserves the right to withdraw this RFP, if it is in the best interest of the Government of India.
- v. Timing and sequence of events resulting from this RFP shall ultimately be determined by IPA.
- vi. No oral conversations or agreements with any official, agent or employee of IPA shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of IPA shall be superseded by the definitive agreement that results from this RFP process. Oral communications by IPA to bidders shall not be

- considered binding on IPA, nor shall any written materials provided by any person other than IPA.
- vii. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against IPA or any of their respective officials, agents, or employees arising out of, or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
  - viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

## **2. Rights to the Contents of the Proposal**

For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the qualification proposal will become the property of IPA and will not be returned after opening of the qualification proposal. IPA is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. IPA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

## **3. Acknowledgement of Understanding of Terms**

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

## **4. Evaluation of Proposals**

The bidders' proposals in the bid document will be evaluated as per the requirements specified in the RFP and adopting the qualification criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the qualification criteria specified in RFP. Ministry will constitute a Committee to evaluate the proposal and monitor the progress/completion of assignment.

## **5. Language of Proposals**

The proposal and all correspondence and documents shall be written in English.

## **6. Eligibility Criteria**

The bidder shall fulfil all of the following eligibility criteria independently on date of submission of bid:

<b>S.No.</b>	<b>Criteria</b>	<b>Supporting documents to be submitted</b>
PQ1	Size and Financial Solvency: Bidder to be an organization with a gross annual turnover of <b>INR 50 Crore</b> or above (as an average of last 3 years' revenue in India) ending with FY 2017-18	CA certified statement showing revenues for 3 financial years FY 15-16, FY 16-17 and FY 17-18.
PQ2	Professional Experience:	Details of the work and

	Bidder should have professional experience of at least 5 years in advertising, media consulting, media strategy development, brand promotion and multimedia design services as on the date of RFP	confirmation by the authorized signatory of bidder
PQ3	Geographic Presence: Bidder should have Multi-State presence and have offices in at least four major cities as on the date of RFP	Details of the office locations in India and confirmation by the authorized signatory of bidder

\*Ministry / IPA reserve the right to validate the credentials.

### **7. Self-Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal**

- i. Copy of Contract/work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment/proportionate value in use of projects/ assignment in process date and year of award. The Managing Director of the Consulting firm shall self-certify if the firm has done assignments on non- disclosure agreements.
- ii. Registration Certificate.
- iii. Detailed resume of the team leader and team members indicating the details of qualifications and professional experience.
- iv. Gross Annual Revenue (audited annual account) from multi-media advertising during last three years.
- v. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
- vi. A Certificate regarding non-disclosure/sharing of confidential information with third parties.
- vii. Duly filled check list as given in Annexure II of the RFP.

### **8. Proposal Submission**

Interested firm should submit both technical and financial proposals in two parts as per the Schedule mentioned in of Section 1 i.e. Timeline and Schedule.

#### ■ Technical proposal:

Scanned copies of Technical Bid shall be submitted on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also two hard copies (one original + one copy) and along with 2 soft copy in word format in CD or Pen drive. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE- 14.01.2019". The envelope shall bear the title of the assignment "RFP FOR THE APPOINTMENT OF MULTI MEDIA CREATIVE AGENCY FOR THE SAGARMALA PROGRAMME".

#### ■ Financial proposal:

The Financial bid should be submitted online only as per the Price Schedule given in Section 3 Financial Proposal and attached in PDF format in e-procurement Portal only(CPPP) <https://eprocure.gov.in/eprocure/app> . Any Indication of 'Quoted Price' in the online technical Bid documents shall lead to rejection of the bid outright. For

evaluation purpose the uploaded offer documents will be treated as authentic and final .No hard copy of financial Bid shall be submitted. The price Bid submitted through e-procurement mode only will be taken up for the purpose for evaluation. Please refer Annexure-III for further details.”.

### **I. Technical Proposal Content**

Technical proposal should be prepared considering the Terms of Reference, Detailed Approach & Methodology, Activity Schedule & Deliverables, Time period and any other information to highlight the capability of the consultant.

Technical Proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. Technical Proposal-Standard Forms & Other Undertakings.

Technical Proposal should be a complete document and should be bound as a volume. The documents should be page numbered and duly signed by Authorized Representative who has the capacity to sign along with Authorization Letter.

### **II. Financial Proposal Content**

Financial proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. Technical Proposal-Standard Forms. All amounts quoted in the financial proposal forms must be in Indian Rupees.

### **9. Presentation**

The consultant is required to make a presentation of their credentials and the proposed methodology / approach, before the Evaluation Committee and the duration of presentation will be of twenty minutes tentatively. The date, time & venue of the presentation will be intimated separately. The Committee will assess the presentation broadly on prescribed at hereunder;-

- a. Quality of the proposed approach and methodology
- b. Quality of proposed work plan, i.e. how the bidder will undertake each task and time-schedules

### **10. Evaluation of Proposal**

Each Proposal, which pre-qualifies in, shall be evaluated accordingly to the following criteria and granted a score. If the score is less than 65 as per the scoring criteria mentioned below, then the bidder will not qualify for financial evaluation and bidder's financial bid shall not be opened.

S.No.	Criteria	Marks
<b>1</b>	<b>Organizational Capacity</b>	<b>70</b>
1a	Gross annual turnover of the firm (as an average of last 3 Financial years' revenue in India)* Turnover Rs. 50 Cr - Rs.65 Cr : 6 mark Turnover Rs. 65 Cr - Rs.80 Cr : 7 marks Turnover Rs. 80 Cr – Rs. 90 Cr :8 marks Turnover Rs. 90 Cr – Rs. 100 Cr : 9 marks Turnover >Rs. 100 Cr : 10 marks	10
1b	Multi-State presence	10

S.No.	Criteria	Marks
	Presence in 4 States :8 marks Presence in 5 States :9 marks Presence in 6 or more States : 10 marks	
1c	Sample of promotional clips(TVCs), videos made for government events (no event recording shall be considered for evaluation, more than one clip for a particular event will be treated as one.), 5 relevant Clips / Videos :5 marks 8 or more relevant Clips / Videos :10 marks	10
1d	Sample of designed promotional marketing collateral, logo, brochures, newsletters, flyers, web pages, banners and hoardings etc. for Government projects (Projects having complete 360 degree Media & creative work shall be considered for evaluation with adequate supporting documents) Sample for three Project :5 marks Sample for five Projects :10 marks Sample for more than six Projects :15 marks	15
1e	Experience of providing graphic design services for marketing and promotion material for Central / State Government Programmes For each programme : 1 mark( >4 programmes : 10 marks)	10
	Experience of developing TVCs, Radio Ads, Print Ads for Central / State Government Programmes (no event recording shall be considered for evaluation), For each programme:2 marks ( >7 programmes : 15 marks)	15
<b>2</b>	<b>Approach and Methodology</b>	<b>30</b>
2a	Quality of the proposed approach and methodology	15
2b	Quality of proposed work plan, i.e. how the bidder will undertake each task and time-schedules	15

\*CA certified statement-showing revenues for 3 financial years FY 15-16, FY 16-17 and FY17-18

**Core Team Composition (Mandatory, bids will be deemed unresponsive if the below criteria doesn't matc)**

S.No.	Role	No. of Positions	Educational & Professional Qualifications
1.	Team Leader	1	<ul style="list-style-type: none"> <li>Bachelors / Masters Degree in Creative, Mass-Com, Advertisement or similar fields</li> <li>Minimum 10 years of professional experience with experience in leading media planning, creative and design for national and</li> </ul>

S.No.	Role	No. of Positions	Educational & Professional Qualifications
			<p>international events.</p> <ul style="list-style-type: none"> <li>At least three govt. projects</li> </ul>
2.	Design Expert	1	<ul style="list-style-type: none"> <li>Bachelors / Masters Degree in Mass Comm. / Design / Creative or similar fields</li> <li>Minimum 8 years of professional experience with experience in designing marketing collaterals for national and international projects</li> <li>At least three govt. projects</li> </ul>
3.	Media Expert	1	<ul style="list-style-type: none"> <li>Bachelors / Masters Degree in Creative, Mass-Com Advertisement or similar fields</li> <li>Minimum 8 years of professional experience in public relation for national and international projects</li> <li>Three govt. projects</li> </ul>
4.	Content Writer (from the Maritime sector)	1	<ul style="list-style-type: none"> <li>Bachelors / Masters, Mass-Com/English</li> <li>Minimum 8 years of professional experience in content writing and content generation (preferably from the Maritime sector) for national and international projects</li> </ul>
5.	Copywriter	1	<ul style="list-style-type: none"> <li>Bachelors / Masters Degree in, Mass-Com or English,</li> <li>Minimum 8 years of professional experience in media handling, copywriting for national and international projects</li> </ul>
6.	Maritime Expert	1	<ul style="list-style-type: none"> <li>A maritime expert with more than eight years of working in the industry, should have worked with central/state govt. As a maritime expert</li> </ul>

**Marking methodology to include normalization of technical and commercial scores:  
Technical Score: (X)**

The bidder who secures maximum marks shall be given a technical score of 100. The technical scores of other Bidders for the project shall be computed as follows.

[‘Technical’ Score of Bidder for the Project(X)] = 100X	[Marks secured by the respective Bidder]
	Highest Marks Secured

The score secured based on evaluation of the Technical Proposal as above shall be the Technical Score of the Bidder for the project being considered for evaluation (X).

Only those Bidders who have secured Technical Score of 70 or above shall be declared as qualified for evaluation of their ‘Financial Bid’. Bidders who have secured less than 70 for Technical Score shall be rejected.

### Financial Score: (Y)

The bidders shall submit their quote as per the format provided in **Section 3**. Any monetary figure in decimal shall be rounded off to the nearest INR. In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

The financial scores will be arrived at based on the formula listed below, whereby the lowest evaluated Financial Proposal, among the qualified bidders, will be given the maximum financial score of 100 points. The financial scores of other proposals will be in inverse proportion to the lowest price:

[The ‘financial score’ of Bidder for the project(Y)] = 100X	[Lowest offer quoted by the qualified bidder(Rs.)]
	[Offer quoted by the respective Bidder(Rs.)]

The marks secured as above shall be the Financial Score of the bidder for the project (Y).

### Composite Score of the Bidders

Proposals will be ranked according to their composite technical and financial scores. Composite score of the Bidders for the bid shall be worked out as under:

Bidder	Technical Score(X)	Financial Score(Y)	Weighted Technical Score (80% ofX)	Weighted Financial Score (20% ofY)	Composite Score(F=D+E)
A	B	C	D	E	F

Note: Consultant shall submit the self-evaluation sheet as per above criteria along with Technical Proposal with proper page numbering for supporting documents.

The bidder achieving the highest composite score may be invited for negotiations.

**11. Support/Inputs to be provided by IPA / Ministry of Shipping**

Ministry/IPA will provide the consultant the relevant content and facilitate in setting up meetings and obtaining permissions for the consultant to carry out the activities as per the work plan.

**12. Payment Terms**

The consultant shall be eligible to receive the payment on a retainership (monthly) basis. The consultant's total remuneration will include fixed cost of the team deployed full-time to the client and other fixed costs (E.g. Communication expenses etc.) along with the Out of Pocket Expenses. Payment shall be made to the consultant as per the terms and conditions specified in the contract.

**13. Termination:**

The Ministry of Shipping/IPA holds the right to terminate the contract with the agency by giving a prior notice of 15 days.

**14. General Terms and Conditions**

- i. Any information, data provided for the study are confidential in nature. The consultant should not share the data without IPA permission. A certificate regarding non-sharing/informing of confidential data to third party is to be given by the consultant along with Technical Proposal.
- ii. At the time of submission of bid, the bidder has to ensure that each page is duly signed by the bidder or his duly authorized representative. In case the bid is signed by the authorized representative, a letter of authorization should be enclosed with the bid.
- iii. The bidding institution (s) should provide professional, objective and impartial services and at all times hold the client's interest paramount, without any consideration for future works, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.
- iv. Rates quoted shall remain firm till completion of works.
- v. The jurisdiction in case of disputes shall be the Courts of Delhi/New Delhi.
- vi. The bidder should be registered under relevant Laws/Acts of the country.
- vii. In case of any dispute arising, the decision of the IPA will be final.
- viii. Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:
  - a. Made untrue or false representation in the form, statements required in the application document.
  - b. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- ix. **Right to accept or reject any or all proposals**
  - a. Notwithstanding anything contained in this document, the IPA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
  - b. The Authority reserves the right to reject any Proposal if: (a) at any time, a material misrepresentation is made or discovered, or (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the

disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification/ rejections occurs after the proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

x. **Fraud and corrupt practices**

- a. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection' Process. Notwithstanding anything to the contrary contained in this document, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority 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 Authority for, inter alia, time, cost and effort of the Authority, in regard to this document, including consideration and evaluation of such Applicant's Proposal.

- b. Without prejudice to the rights of the. Authority herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority 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 or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of three years from the date such Applicant or Consultant, as the case may be, is found by the Authority 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: (a) "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 Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, 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 LOA 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 or the Agreement, who at any time has been or is a legal, financial or technical• consultant! adviser of the Authority in relation to any matter concerning the Project; (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process; (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's

participation or action in the Selection Process; (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 15. ARBITRATION

### **Arbitrators**

Failing amicable settlement and/or settlement with the assistance of Expert appointed by the Parties by mutual consent within a period of 30 days unless time is extended with the mutual consent of the parties w.e.f. the date of service of notice of the any party referred in Clause 19.1 the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 as amended upto date. Unless the Parties mutually agree otherwise, within 30 (thirty) Days of invocation of the arbitration as mentioned below, the rules of arbitration prescribed by the International Centre for Alternative Dispute Resolution, New Delhi shall apply to the arbitration. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each Party and the third, who shall act as presiding arbitrator, to be appointed by the two arbitrators appointed by the Parties. The arbitration shall be invoked by one party issuing to the other a notice in writing invoking the arbitration and appointing an Arbitrator. Upon receipt of the notice, the other Party shall appoint the second Arbitrator. The two Arbitrators so appointed shall appoint the third Arbitrator who shall act as the 'Presiding Arbitrator'. If the other Party fails to appoint a second Arbitrator within 30 (thirty) Days from the receipt of the request to do so, then the Arbitrator so appointed by the first party shall adjudicate the disputes as 'Sole Arbitrator'.

### **Place of Arbitration**

The place of arbitration shall be New Delhi.

### **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings

### **Procedure**

The procedure to be followed within the arbitration, including appointment of arbitrator/arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended upto date.

### **Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

### **Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful party

of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

**Performance during Arbitration**

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

**APPLICABLE LAW**

This contract shall be governed by the Laws of India for the time being in force. Subject to the clauses on arbitration above, the courts of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this Contract. DEFENCE OF SUITS If any action in court is brought against the Purchaser or an officer or agent of the Purchaser for the failure or neglect on the part of the Supplier to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence of the part of the Bidder, his agent, representatives or his sub-Bidders, workman, contractors or employees, the Supplier shall in all such cases indemnify and keep the Purchaser and/or his representative, harmless from all losses damages expenses or decrees arising out of such action. All claims regarding indemnity shall survive the termination or expiry of contract.

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**Section 3**  
**(Technical Proposal-Standard Forms)**

Form TP 1: Letter of Proposal submission

Form TP 2: Consultant's organization & experience

Form TP 3: Comments & Suggestions on TOR

Form TP 4: Approach & Methodology

Form TP 5: Curriculum Vitae

Form TP 6: Information regarding any conflicting activities and declaration thereof.

**Technical Proposal-Other Undertakings**

1. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
2. Undertaking stating that "Team Leader/Members would be maintained during the actual assignment to be awarded in case they are selected. In case replacement is inevitable, the equivalent qualification and experienced team/lead/member will be inducted to carry out the assignment in case of award."
3. Undertaking stating that "I/We certify that in the last three years, we/any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of 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."
4. An undertaking regarding non-disclosure/sharing of confidential information with third parties.

**FORM TP-1**

**LETTER OF PROPOSAL SUBMISSION**

TO: [Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [Preparing and implementing the media and branding campaign for the Sagarmala Programme] in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope and requisite EMD.

We are submitting our Proposal in association with [Insert a list with full name and address of each associated Consultant / Consortium Member].

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e. before the date indicated in Section 1, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address:

**FORM TP-2****CONSULTANT'S ORGANIZATION AND EXPERIENCE****A Consultant's Organization**

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc. shall be provided]

**B Consultant's Experience**

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/Job (if possible, the employer shall specify exact assignment/job for which experience details may be submitted). In case of consortium, association of consultants, the consultant must furnish the following information for each of the consortium member separately]

**A) Organizational Experience**

S. No.	Name of Entity with complete communication address.	Scope of work (Description of the Project)	Date of award of contract (Month/Year) & Contract Period (Months)	Description of actual services provided by your firm	Value of Contract (INR)	Actual Date of Completion (Month/Year)	Person/ Project authority who could be contacted for further information

**B) Skill & Competencies & Team Size**

S. No.	Name of the Team Leader/Member	Position Assigned in the Team	Area of Expertise	Qualification/ Professional qualification	No of Years Experience	Details of Experience	Remarks

## C) Gross Annual Revenue ( in INR)

Financial year	Gross Annual Revenue/Turnover in India (INR)	Revenue/Turnover from Multi-Media Agency Business in India (INR)	Remarks
2014-15			
2016-16			
2017-18			

(Seal & Signature of Bidder)

Note: Please provide documentary evidence from the client i.e. copy of work order, contract and completion certificate for each of above mentioned assignments. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

**FORM TP-3**

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON FACILITIES TO BE PROVIDED BY THE EMPLOYER**

**1. On the Terms of Reference**

[suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your proposal]

**2. On Inputs and Facilities to be provided by the Employer**

[Comment here on Inputs and facilities to be provided by the Employer as mentioned in Paragraph 11 of the Section 2 including: administrative support, office space, data etc.]

**FORM TP-4****DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing

- a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan:** The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the employer), and delivery dates of the deliverables. The proposed work plan should be consistent with the technical approach and methodology showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final deliverables, including reports, drawings, and tables to be delivered as final output, should be included here.
- c) **Organization and Staffing:** The consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.

**CURRICULUM VITAE(CV) FOR PROPOSED PROFESSIONAL STAFF**

1. Proposed Position:  
[For each position of key professional separate from TP-5 will be prepared]:
2. Name of Firm:  
[Insert name of firm proposing the Staff]:
3. Name of Staff: [Insert full name]:
4. Date of birth:
5. Nationality:
6. Education:  
[Indicate college/university and specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of work experience:  
[List countries where staff has worked in the last ten years]:
10. Languages:  
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record:  
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment name of employing organization, positions held]:  
From [Year]: To Year] Employer:  
Positions held:
12. Detailed Tasks Assigned:  
[List all tasks to be performed under this Assignment/Job]:
13. Work undertaken that best illustrates Capability to Handle the Tasks Assigned:[Among the Assignment/Jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12]  
Name of Assignment/job or project:  
Year:  
Location:  
Employer:  
Main project features:  
Positions held:  
Activities performed:
14. Certification:  
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

**Date:**  
**Place:**

**FORM TP-6**

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of Section 1, If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm our associate/group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of Section 1. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/terminated by the employer which shall be binding on us.

Authorized Signature [in full and initials]:

Name and title of Signatory:

Name of Firm:

Address:

### **Section 3**

#### **(Financial Proposal-Standard Forms)**

(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP)

Form FP-1: Financial Proposal submission Form

Form FP-2: Financial Proposal for Sagarmala Project

Note : The Financial bid should be submitted online only as per the Price Schedule given in Section 3 Financial Proposal and attached in PDF format in e -procurement Portal only(CPPP) <https://eprocure.gov.in/eprocure/app>. Please refer Annexure-III for further details.

**FORM FP-1**

**FINANCIAL PROPOSAL SUBMISSION FORM**  
**(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN**  
**SECOND COVER ON CPPP)**

[Location, Date]

To: [Name and address of employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [insert title of Assignment/job ] in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our financial proposal is ..... This amount is exclusive of the GST, which shall be payable by the Employer on a reverse-charge basis as per applicable law.

We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

Authorized Signature [in full and initials]:

[Name and title of Signatory:]

[Name of Firm:]

Address:

**Financial Proposal**  
**(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN**  
**SECOND COVER ON CPPP)**

Total Proposed Cost (INR): \_\_\_\_\_

Authorized Signature [in full and initials]:

Name:

Designation:

Name of Firm:

Address:

**Annexure-I**

List of 12 Major Ports:

1. Kolkata Port Trust
2. Paradip Port Trust
3. Vishakapatnam Port Trust
4. Chennai Port Trust
5. V.O. Chidambaranar Port Trust
6. Cochin Port Trust
7. New Mangalore Port Trust ( NMPT)
8. Mormugao Port Trust
9. Jawaharlal Nehru Port Trust
10. Mumbai Port Trust
11. Deendayal Port Trust.
12. Kamarajar Port Limited

### Check list of Documents

The bids shall be accompanied with the followings:

- |  |                                     |
|--|-------------------------------------|
| 1). DD/ Pay order towards EMD(Rs 2,50,000/-), Document fee(Rs 10,000/-)  | <input type="text" value="Yes/No"/> |
| 2). Firm registration certificate  | <input type="text" value="Yes/No"/> |
| 3). Copy of Work Orders/Self-certification   | <input type="text" value="Yes/No"/> |
| 4). Copy of completion certificates along with value/Self-certification  | <input type="text" value="Yes/No"/> |
| 5). Resume of Team Leader & Team members with supporting documents and undertaking to maintained the team          | <input type="text" value="Yes/No"/> |
| 6). Undertaking that the firm/Institution is not blacklisted by any Government/Institute/CPSE/SLPE/Local Authority | <input type="text" value="Yes/No"/> |
| 7). Authority Letter , if any  | <input type="text" value="Yes/No"/> |
| 8). Duly Audited copy of Annual Accounts of Last three years   | <input type="text" value="Yes/No"/> |
| 9). Undertaking regarding Non-disclosure   | <input type="text" value="Yes/No"/> |
| 10). Undertaking regarding non-failure to perform  | <input type="text" value="Yes/No"/> |
| 11). Duly filled format(as given in Technical bid with SelfEvaluation sheet & Financial bid)                       | <input type="text" value="Yes/No"/> |

**Annexure-III****Instructions for Online Bid Submission****Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>**

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/ e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced

through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.

17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.

19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

22) If the price bid format is provided in a spread sheet file like PDF\_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/PDF template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

24) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002 and 8826246593 or send a mail over to [cppp-nic@nic.in](mailto:cppp-nic@nic.in) ; [support-eproc@nic.in](mailto:support-eproc@nic.in).