

Modified Tender Document

FOR

APPOINTMENT OF DESIGN AND CREATIVE AGENCY

FOR

Long Term Investment Promotion Programme of Uttar Pradesh - 20XX

Issued By:

UDYOG BANDHU

Nodal Agency for Investment Promotion under Department of Industrial Development,
Government of Uttar Pradesh

(An ISO 9001:2008 Certified Organization)

12-C, Mall Avenue, Lucknow-226001, Uttar Pradesh (India)

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Disclaimer

- A. The information contained in this Tender Document provided to the Bidder(s), by or on behalf of Udyog Bandhu or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

- B. The purpose of this Tender Document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This Tender Document does not purport to contain all the information which each Bidder may require. This Tender Document may not be appropriate for all persons, and it is not possible for UDYOG BANDHU, its employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this Tender Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice from appropriate sources. UDYOG BANDHU, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document.

- C. UDYOG BANDHU may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

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Notice Inviting Tender

The UDYOG BANDHU invites sealed Technical and Financial Proposals for Selection of Design Partner for Global Investors Summit - 20XX

S No	Description	Date/ Detail
1	Issue of Tender Document	28 February 2014
2	Cost of TENDER DOCUMENT	Rs.5,000/- (Rupees Five Thousand) only payable in the form of Cash or Demand Draft in favour of Executive Director, UDYOG BANDHU payable at Lucknow
3	Earnest Money Deposit	Rs.3,00,000/- (Rupees Three Lacs) only Demand Draft in favour of Executive Director, UDYOG BANDHU payable at Lucknow
4	Pre Bid Meeting	15:00 hrs, on 14 March 2014
5	Date and Time of Submission for Proposal	10:00 hrs – 13:00 hrs, on 16 June 2014
6	Opening of Technical Proposal	15:00 hrs, on 16 June 2014

Executive Director

UDYOG BANDHU

Section 1. Schedule of Tender Process

UDYOG BANDHU would endeavor to adhere to the following schedule:

S. No	Description	Date
1	Issue of Tender Document	28 February 2014
2	Last date for receiving pre bid queries	15:00 hrs, on 10 March 2014
3	Pre Bid Meeting	15:00 hrs, on 14 March 2014
4	Uploading of Addendum (If any)	19:30 hrs, on 21 May 2014
5	Date and time for Submission of Proposal	10:00 hrs to 13:00 hrs on 16 June 2014
6	Opening of Technical Proposal	15:00 hrs on 16 June 2014
7	Intimation of results of eligibility for Technical Presentation	15:00 hrs on 23 June 2014
8	Technical Presentation	11:00 hrs on 26 June 2014
9	Opening of Financial Proposal	15:00 hrs on 30 June 2014

Section 2. Terms of Reference

2.1 Background

"Udyog Bandhu", Nodal Agency of Government of Uttar Pradesh for industrial promotion, an Organization of the State Government of Uttar Pradesh registered under Societies Registration Act 1860, is dedicated to facilitating Investment in Infrastructure, Industrial and Service Sectors, besides solving problems of existing & up-coming industries with different Government departments.

Udyog Bandhu shoulders the responsibility of resolving various issues of entrepreneurs related to other Government Departments of the State of Uttar Pradesh through consistent follow-ups, regular meetings and enabling smooth implementation of various policy formations for the industrial development of the State. Acting as a catalyst between entrepreneurs and Government Departments, Udyog Bandhu creates a suitable ambience for industrial development in the State and also assists creation of investment in the State. Government of Uttar Pradesh (GoUP) is planning to establish major I.T. Parks, Leather Parks, Food Parks, Dairies and many other mega projects in private Sector. In order to attract investment from private sectors and to sensitize them for investment in Uttar Pradesh, road-shows, mega events, conferences shall be organized at national and international level. Udyog Bandhu plans to organize a Global Investors Summit (GIS – 20XX) to attract investment..

The event would be organized in Agra in February 2015. A firm date will be decided in due course. >Place< from >Dates<

GIS-20XX will be a 2 days mega event where in Seminars, Conventions, Business Meetings, Exhibitions, Networking and other events will take place under a single umbrella. Eminent persons, Political Leaders, Diplomats, senior government officials, Investors, Entrepreneurs, Decision Makers, Policy Makers, Academicians, Media, etc. from India and abroad will participate in the GIS – 20XX.

To support the professional needs for conceptualization, design and development of visual identity and creative material for the GIS 20XX, it is proposed to have a dedicated Design partner for the event as highlighted in the scope of work below:

2.2 Scope of Work

► Support in developing branding & communications

- Conceptualization, design and development of brand elements and visual imagery such as logo and web design in accordance with the envisioned brand image of Uttar Pradesh as an investment destination
- Designing the entire state campaign which would include print, electronic, outdoor, radio and digital media
- Designing on a state specific audio visual ad of 5 to 7 minutes

The Design & Creative Agency needs to suggest the optimal number length/ duration and frequency of the radio ads as well as the number and frequency Electronic/Digital ads based on benchmarks for similar investment summits in other states and on the assumption that that the campaign period would be 6 months.

► Support in designing promotional material

- Design format, typeface and layout for the monthly e-newsletters from the date of appointment until completion of the contract duration.
- Design marketing collaterals such as sector brochures, event brochure, Investment Guides, delegation kits, docketts for events, conferences and seminars which will happen as a run-up to GIS 20XX (Refer table below)
- Designing promotional websites for GIS-20XX

Website will be hosted by Udyog Bandhu and ownership of Web Domain will be in the name of Udyog Bandhu.

Once the contract of Design & Creative Agency is over entire rights of website including source code, content, knowledge material, user access ids, passwords etc. needs to be transferred to Udyog Bandhu.

Website should be Dynamic.

- Overall conceptual design and layout planning for sector and region specific events like design inputs for UP pavilion at exhibitions, roadshows and GIS 20XX
- Design of banners, standees, hoardings, etc. for sector and region specific events.

- Develop a stock of original high resolution images on UP’s infrastructure and industrial scenario for use in various, marketing collaterals
- ▶ **Support during the Road shows and event of GIS 20XX**
 - Design standees of 10X4 ft. for the inside venue (at least 4 themes)
 - Design standees of 8X3 ft. for the seminar halls (at least 4 themes)
 - Design of Banners (8X6 ft.) containing messages from dignitaries (at least 4 themes)
 - Design of outdoor hoardings of 20X25 ft. each (at least 4 themes)
 - Backdrop design for inaugural and valedictory sessions and seminar halls (for 6 – 7 Roadshows and GIS 20XX)

Udyog Bandhu/ Knowledge Partner will be providing the knowledge content. The Design & Creative Agency is however expected to apply creative expression, design elements and layouts while representing the same information

**Table 1- Tentative list of Marketing Collaterals to be designed for GIS 20XX
PRE EVENT**

S No	Name of Marketing Collateral	Approx. number of brochures for design
1.	16-20 page Dynamic UP Handbook for Investors	1
2.	16-20 page Sector brochures for 5-7 priority sectors	5-7
3.	16-20 page Success Stories Profile (Brochures)	1
4.	Shelf of Projects (Investment Opportunities in UP) (Maximum 30 pages including cover)	1
5.	16-20 page Infrastructure Profile	1
6	Display material, delegation kit design for various domestic and international road shows	1

Note: The above numbers are tentative and subject to change

**Table 2- Tentative list of Visuals & Creative to be designed for GIS 20XX
DURING EVENT**

S No	Name of Visual/ Creative	Approx. number for design
1.	Event Brochure	1
2.	Invitation Cards	4-5
3.	Flyer	3-4
4.	Delegate Kit/ Folders/ Pocket guides along with bags docket etc.	1
5.	City and venue guide	1
6.	Hoardings & banners/ outdoor creative	10 Banners (8X6 ft.) 5 Outdoor Hoardings (20X25ft)
7.	Standees/ venue creative	15 Standees (10X4 ft.) 10 Standees (8X3 ft.)
8.	Stage Backdrop	2- Inaugural and Valedictory (20X25 ft.) 10 -Seminar Halls (15X20 ft.)
9.	Any other bi-fold/ tri-fold brochures for the seminars, conferences or special events organized during GIS 20XX	To be finalized during GIS 20XX

Note: The above numbers are tentative and subject to change

The Design & Creative Agency will be responsible for designing the entire Invest UP website, including the basic template and all web pages. The responsibility for coding the web site will also lie with the Design & Creative Agency.

Table 3- Tentative list of other promotional tools for designing

S No	Name of Marketing Tool	Approx. Number for design
1.	Invest UP Website	1 Website with all its content and

		webpages
2.	Monthly e-newsletters	Every month till the completion of the contract duration.
3.	Creative advertisements and inserts for release in print and digital media	To be finalized in association with the Media Partner
4.	State specific audio visual film of 5-7 minutes	1 AV film in avi/ mpeg/ mp4 format

Note:

- 1. The Web site shall be a promotional website and it has to be at par with the current industry norms. The above numbers are tentative and subject to change*
- 2. Data and email IDs to send e – newsletter will be provided by Udyog Bandhu, Knowledge Partner and Media & Public Relations Agency*
- 3. The Design & Creative Agency needs to design one state specific Audio Visual (AV) of 5 – 7 minutes and approximately 4-5, 30 – 60 seconds snippets of AVs extracted from the state specific AV, for the TV ad campaign for the Global Investors’ Meet.*
- 4. The Design & Creative Agency has to shoot fresh footage and photographs. However knowledge content and existing footage, photographs etc. where available, would be made available by Udyog Bandhu / Knowledge Partner.*

2.3 Project Duration

Duration of the assignment would be for a period of Nine (9) months, starting from the date of signing of the Agreement.

The contract for the assignment may be extended after completion of duration of Nine (9) months as per terms and fees mutually agreed upon.

2.4 Payment Schedule

Payment will be made to the Bidder as per the following schedule:

S No	Payment Milestones	Payment Terms (% of total fee)
1.	Collaterals related to road-shows and monthly newsletters for first 9 months	30% (10% at end for every 3 month)
2.	Designing of Audio Visual content	15%
3.	Design of GIS 20XX Website (On hosting of the Web site)	10%

4.	Submission of final designed collaterals for GIS-20XX	15%
5.	Submission and approval of design and artwork for hoardings, banners, standees, backdrops	15%
6.	15 Days after Global Investors' Summit 20XX	15%

Note: Payment will be made after the final submission and approval of all the deliverables. Submission would include a formal presentation by the Design and Creative Agency.

Section 3. Instructions to Bidders

- 3.1. The Selected Bidder shall function as the Design Agency for GIS-20XX and its scope would be extended to provide comprehensive hand holding services, throughout the project duration through extension of its services for the aforesaid activities.
- 3.2. The Proposal would be evaluated on the basis of the evaluation criteria set out in this Tender Document in order to identify the successful Bidder (“Successful Bidder”). The Successful Bidder is required to enter into an Agreement with UDYOG BANDHU
- 3.3. UDYOG BANDHU intends to adopt a single stage bidding process for selection of Bidder for the Assignment.
- 3.4. The Proposals received from eligible Bidders shall be evaluated on the basis of the criteria set out in this Tender Document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this Tender Document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified.
- 3.5. At any time prior to the proposed due date, UDYOG BANDHU may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the Tender Document by the issuance of an addendum.
- 3.6. The Proposal shall remain valid for a period not less than 120 days from the Proposal Due Date (Proposal Validity Period). UDYOG BANDHU reserves the right to reject any Proposal, which does not meet this requirement.
- 3.7. **Earnest Money Deposit**
 - 3.7.1. Proposal would need to be accompanied by an Earnest Money Deposit (EMD) for an amount of Rs. 3,00,000/- (Rupee Three Lacs) only in the form of a Demand Draft in favour of Executive Director, UDYOG BANDHU payable at Lucknow

3.7.2. EMD shall be returned to the unsuccessful Bidders within a period of one month from the date of signing of Agreement between UDYOG BANDHU and the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon execution of the Agreement and furnishing of Performance Security.

3.7.3. EMD shall be forfeited in the following cases:

- If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- If the Successful Bidder fails to execute the Agreement within the stipulated time or any extension thereof provided by UDYOG BANDHU

3.8. Format and Signing of Proposal

3.8.1. The Bidder shall provide all the information as per this Tender Document. UDYOG BANDHU would evaluate only those Proposals that are received in the required format and are complete in all respects. Each Proposal shall comprise the following:

A. Part I Submission

- a. Cash receipt of Rs. 5000/- (Rupees Five Thousands) only for cost of Tender Document or Rs. 5000/- (Rupees Five Thousands) only in the form of Demand Draft in favour of Executive Director, UDYOG BANDHU payable at Lucknow, issued by any Scheduled Bank in India towards the cost of Tender Document.
- b. Earnest Money Deposit;
- c. Covering letter in the format set out in Appendix A;
- d. Details of the Bidder in the format set out in Appendix B;
- e. Power of Attorney as per Appendix C, authorizing the signatory of the proposal to commit the Bidder;

- f. Technical Proposal comprising
 - (i) Project Data Sheets in the format set out in Appendix D, with supporting proof as indicated in Section 5
 - (ii) Sample designs of previous experience
- g. Affidavit as per clause 4.1.5; and
- h. Checklist of the documents in the format given in Appendix G should be duly signed and enclosed along with the documents as mentioned there:

B. Part II Submission

Financial Proposal in the format as set out in Appendix E. The Financial Proposal of the Bidder shall be the lump sum fee which the Bidder proposes to charge for undertaking the Assignment. The Financial Proposal is inclusive of all out pocket expenses incurred by the Bidder towards travel, documentation and communication.

The Bidder shall seal the Part I Submission and the Part II Submission separately in two envelopes, duly marking the envelopes as "PART I SUBMISSION" and "PART II SUBMISSION". These envelopes shall then be sealed in a single outer envelope.

3.8.2. The Bidder shall prepare (1) one original and (1) duplicate copy of the Proposal, clearly marked "ORIGINAL" and "DUPLICATE" respectively. In the event of any discrepancy between the original and the duplicate, the original shall prevail.

3.8.3. The Proposal, both the original and the duplicate shall be typed or written in indelible ink and each page shall be numbered and signed by an authorised signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be signed by the person(s) signing the Proposal

3.9. Sealing and Marking of Proposal

3.9.1. The Bidder shall seal the original and duplicate of the Proposal in separate envelopes, duly marking the envelopes as “ORIGINAL” and “DUPLICATE”. The envelopes shall then be sealed in a single outer envelope.

3.9.2. Each of the envelopes, both outer and inner, must be super scribed with the following information:

- a. Name and Address of Bidder
- b. Contact person and phone numbers
- c. "Appointment of Design and Creative Agency for Long Term Investment Programme of Uttar Pradesh-20XX”

All envelopes shall be addressed to:

[Executive Director, UDYOG BANDHU](#)

[12-C, Mall Avenue, Lucknow – 226001. Uttar Pradesh](#)

[Tel: \(91\)522-2237582, Fax: \(91\) 522-2237583](#)

3.9.3. If the envelope is not sealed and marked as instructed above, UDYOG BANDHU assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of UDYOG BANDHU, be rejected.

3.9.4. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of the Tender Document shall be at the Bidder’s own risk.

3.9.5. It shall be deemed that prior to the submission of the Proposal, the Bidder has:

- a. Made a complete and careful examination of terms and conditions/ requirements, and other information as set forth in this Tender Document;
- b. Received all such relevant information as it has requested from UDYOG BANDHU;
- c. Made a complete and careful examination of the various aspects of the Project; and

d. Made a detailed site visit of both the proposed area's and familiarize itself with the project requirements

3.9.6. UDYOG BANDHU shall not be liable for any mistake or error or neglect by the Bidder in respect of the above

3.10 Proposal Due Date

3.10.1 Proposal should be submitted before 1300 hours IST on Proposal Due Date as indicated in the Schedule of Tender Process, at the following address in the manner and form as detailed in this Tender Document:-

Executive Director, UDYOG BANDHU

12-C, Mall Avenue, Lucknow – 226001. Uttar Pradesh

Tel: (91)522-2237582, Fax: (91) 522-2237583

3.10.2 Proposals submitted by either facsimile transmission or telex will not be accepted.

3.10.3 UDYOG BANDHU may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum

3.11 Opening of Proposals and Clarifications

3.11.1 UDYOG BANDHU would open the Part I Submission of the Proposals on Due Date as mentioned in the Section 1- "Schedule of Tender Process" for the purpose of evaluation. The Part II Submission of the shortlisted Bidders shall be opened as mentioned in the Section 1- "Schedule of Tender Process".

3.11.2 UDYOG BANDHU reserves the right to reject any Proposal not submitted on time and which does not contain the information/ documents as set out in this Tender Document

3.11.3 To facilitate evaluation of Proposals, UDYOG BANDHU may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

3.12 Evaluation

3.12.1 The criteria for eligibility, qualification, evaluation and selection of Bidders are set out in Section – 4.

3.12.2 As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the Tender Document and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this Tender Document.

3.12.3 Part I Submission would be considered to be responsive if it meets the following conditions:

- a. It is received by the Proposal Due Date including any extension thereof.
- b. It is signed, sealed and marked as stipulated in Clause 3.8 and 3.9.
- c. It contains all the information and documents including EMD as requested in the Tender Document.
- d. It contains information in formats specified in this Tender Document
- e. It mentions the validity period as set out in Clause 3.6
- f. It provides information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by UDYOG BANDHU without communication with the Bidder). UDYOG BANDHU reserves the right to determine whether the information has been provided in reasonable detail.
- g. There are no inconsistencies between the Proposal and the supporting documents.

3.12.4 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
- b. which limits in any substantial way, inconsistent with the Tender Document, UDYOG BANDHU rights or the Bidder’s obligations under the Agreement, or

- c. which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

The responsive Proposals shall be evaluated as per the criteria set out in Section 4

3.12.5 Quality and Cost Based Selection method shall be adopted for selection of Bidder for the Assignment, which has been fully described in Section 4 of this Tender Document. The Bidder obtaining the highest Composite Score would be declared as the Preferred Bidder.

3.12.6 In case there are two or more Bidders obtaining the highest composite score, UDYOG BANDHU, shall in such case select the Bidder (from the highest composite score Bidders) with the lower financial cost.

3.12.7 UDYOG BANDHU reserves the right to reject any Proposal, if:

- a. At any time, a material misrepresentation is made or discovered; or
- b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

3.12.8 In the event of acceptance of the Proposal of the Preferred Bidder, UDYOG BANDHU shall declare the Preferred Bidder as the Successful Bidder. UDYOG BANDHU will notify the Successful Bidder through a Letter of Intent (LoI) that its Proposal has been accepted.

3.12.9 The Successful Bidder(s) shall execute the Agreement within one week of the issue of LoI or within such further time not exceeding 30 days as UDYOG BANDHU may agree to in its sole discretion.

3.13 Performance Guarantee

3.13.1 The Successful Bidder(s) shall furnish a Performance Security equivalent to 10% of the Total Agreement Amount in the form of Bank Guarantee as per the format provided at Appendix F before execution of Agreement. The above Performance Security may be liquidated by the authority i.e. UDYOG BANDHU, stating that the amount claimed is due by any of loss or damage

cost to or suffered by the authority by reason of any breach of any terms or conditions contained in the said Agreement or by reasons of Bidder failure to perform the said Agreement. The decision of Executive Director, UDYOG BANDHU, shall be final and binding in this regard. Performance Guarantee shall be valid for a period of 15 months.

- 3.13.2 Failure of the Successful Bidder to comply with the requirements of Clause 3.13.1 shall constitute sufficient grounds for the annulment of the Lol and forfeiture of the EMD. In such an event, UDYOG BANDHU reserves the right to
- a. Either invite the next best Bidder to match with the Financial Proposal of successful Bidder or
 - b. Take any such measures as may be deemed fit in the sole discretion of UDYOG BANDHU, including annulment of the bidding process.
- 3.13.3 Notwithstanding anything contained in this Tender Document, UDYOG BANDHU reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

3.14 Pre Bid Meeting

- 3.14.1 UDYOG BANDHU shall hold a pre-bid conference (PBC) after uploading the Tender Document as per schedule mentioned in this Tender Document. In this PBC UDYOG BANDHU would address the clarifications sought by the Bidders with reference to the Tender Document, and the project. The Bidders can submit their queries through email only. Bidders are welcome to attend the PBC, even if they do not have any specific queries. Only a maximum of 2 (two) representatives of one organization will be allowed to attend pre-bid conference.
- 3.14.2 UDYOG BANDHU reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it

3.15 Tender Document may be obtained by paying Rs. 5,000/- (Rupees Five Thousand) only in the form of Bank Draft. Bank Draft should be in the favour of Executive Director, Udyog Bandhu payable at Lucknow. Tender Document shall be also available on website (<http://www.udyogbandhu.com>) of UDYOG BANDHU. The Bidder downloading the Tender Document from the above said website will have to deposit cost of Tender Document in the form of Bank Draft in the aforesaid manner at the time of Part –I submission of Bid as mentioned in clause 3.8.1.

Section 4. Eligibility Criteria

4.1 Eligibility Criteria

The Advisory firm/ companies/ which fulfilled the following qualification criteria should be considered eligible Bidder. Failure to comply with pre qualifications criteria's shall render the advisory firm/ companies ineligible. The financial proposal of in-eligible Bidder shall not be considered and shall be returned unopened.

4.1.1. The Bidder should have been in the business of providing graphic/ professional design services to State Governments/ Central Government/ Public Sector Units/ trade bodies/ private organizations in India for at least 3 years as on 30th November, 2013. Bidder shall have to furnish –

- a. proof of registration of firm or incorporation of company along with partnership Deed or Memorandum/ Articles of Association as the case may be, and
- b. proof of work orders / voucher that mentions the name of government body or private company to which the Design service is rendered.

No consortium will be allowed for the bidding of the same. The Bidder has to bid in an individual capacity.

4.1.2. Minimum average annual turnover of Rs. 5 Crores for the last three years from professional design services. Chartered Accountant certificate for the same for last 3 financial years FY 2010-11, 2011-12, and 2012-13 has to be submitted along with the proposal.

4.1.3. The Bidder should have an in-house team of design art and creative design experts.

4.1.4 The Bidder should have prior experience of developing professional creative and visual imagery such as logo, brochures, advertisements, newsletters, flyers, banners and hoardings for atleast '1" (One) national/international event'.

4.1.5 Bidder should not have been debarred/ blacklisted by any State Government or Central Government or their instrumentalities. There should not be any criminal case pending before any court of competent jurisdiction. The Bidder shall have to furnish affidavit for the same at the time of “Part – I submission” of Bid as mentioned in clause 3.8.1.

For the purpose of this section of the Tender Document, an Event would be deemed to include:

“Seminars, workshops, conferences, exhibitions, forums, enclaves or any combination of the same related to various sectors, financing, investments or any other similar field for a trade body/ association, State/ Central Government or any government of foreign country) or their agencies, comprising at least 500 business delegates, having minimum 50 exhibitors and at least 2000 participants including delegates, exhibitors, speakers, cultural program participants etc.”

All the above qualification should be supported by the relevant documents, failure of which, the Bidder will deemed to be in-eligible.

4.2 Technical Evaluation

- 4.2.1. Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the Tender Document.
- 4.2.2. In case the Proposal is found to be responsive, the Technical Proposal would be evaluated.
- 4.2.3. The Technical Proposal would be evaluated on the various aspects set out in Clause 4.2.6 of Section 4. As part of the evaluation of the Technical Proposal, UDYOG BANDHU may also request the Bidder to submit clarifications.
- 4.2.4. The Part II Submission shall be opened for evaluation of those Bidders who achieve a minimum score of 60 marks out of a total 100. The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of

this Tender Document. UDYOG BANDHU reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this Tender Document.

4.2.5. Part II Submission shall be opened in the presence of all the Bidders who have met the requirements of Technical Evaluation and who wish to attend.

4.2.6. Scoring Methodology- Technical Proposal

The total maximum point for evaluation of Technical Proposal is 100 marks. This score shall be based on an assessment of the Technical Proposal of the Bidder. The Technical Proposal for each Proposal submitted by the Bidder would be assessed through rating of various parameters set out in the table below:

Table 4- Scoring Methodology- Technical Proposal		
S No	Evaluation Criteria	Maximum Marks
1.	Relevant Experience	70 marks
	A. Experience of graphic designing for marketing and promotion material for national and international events - Every international event – 10 marks Every national event – 8 marks	40 marks
	B. Experience of working with central/ state government or agencies thereof. Every central/ state government or agency thereof event – 7.5 marks Every trade body/ association event - 5 marks	30 marks
2.	Technical Presentation	30 marks

	A. Theme and idea for GIS 20XX	20 marks	
	B. Sample and printing budget of minimum 5 unique designed promotional marketing collateral like logo, brochures, websites, advertisements, newsletters, flyers, banners and hoardings, audio visual films and others	10 marks	

4.3 In case any Bidder seeks the services of individual expert as a part of its project team to enhance its expertise for Tender Document, the experience of the individual will not be regarded as the Bidder's experience.

4.4 The score (Pe) for Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed above in Clause 4.2.6

4.5 ***The Bidder is required to achieve a minimum score of 60 marks (Benchmark Score).***

4.6 The Financial Proposals of only Proposals that have achieved the Benchmark Score will be opened for evaluation.

4.7 **Evaluation Methodology**

The Financial Proposals of the Bidders who qualify in Technical Evaluation shall be opened. The Financial Proposals shall be given scores as follows:

$$Pf = 100 \times \text{Financial Proposal of Lowest Bidder} / \text{Financial Proposal of Bidder under consideration}$$

The Composite Score shall be computed as follows:

$$\text{Composite Score} = (Pe \times 0.70) + (Pf \times 0.30)$$

The evaluation methodology will be based on quality and cost based selection method (Q.C.B.S.) with 70% weightage on the technical score and 30 % weightage on the financial score.

4.8 The Bidder obtaining the highest Composite Score would be declared as the Preferred Bidder.

Section 5. Annexure

5.1 Appendix A

Cover Letter

(On the Letterhead of the Bidder)

Date:

To:

Ref: Appointing Design and Creative Agency for Global Investor Summit 20XX

Dear Sir:

Being duly authorized to represent and act on behalf of (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (Name of Bidder) for the captioned Project in one (1) original and one (1) duplicate, with the details as per the requirements of the Tender Document, for your evaluation. We confirm that our Proposal is valid for a period of 120 days from _____ (insert Proposal Due Date).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the Tender Document

provided to us. We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)

5.2 Appendix B

Details of Bidder

(On the Letter Head of the Bidder)

1. (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business

2. Details of individual(s) who will serve as the point of contact / communication for UDYOG BANDHU, Lucknow with the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company/Firm:
 - (d) Address:
 - (e) Telephone number:
 - (f) E-mail address:
 - (g) Fax number:
 - (h) Mobile number:

5.3 Appendix C

POWER OF ATTORNEY

(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for "Appointment of Design and Creative Agency for Global Investor Summit 20XX" including signing and submission of all documents and providing information/ responses to UDYOG BANDHU in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ Day of _____ 2013

For _____

(Name and designation of the person(s)
signing on behalf of the Bidder)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

1. *To executed only if the Bidder is a Company or Partnership firm*
2. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.*
3. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

5.4 Appendix D

Format for Project Data Sheet

Name of the Firm: _____

Project Name:		Country
Project Location Within Country:		Professional Staff Provided by the Firm: No. of Staff: No. of Person Months:
Nature of Client		
Start Date (Month/Year)	Completion Date(Month/Year)	Approx. Value of Services (in INR):
Name of Senior Staff Involved (Project Director, Team Leader) involved and Functions Performed:		
Description of the Project:		
Description of Actual Services provided:		

Bidder need to submit the copy of the work order along with proposal

5.5 Appendix E

Format for Financial Proposal

(On the company letterhead of the Bidder)

Having gone through this Tender Document and having fully understood the scope of work for the GIS-20XX as set out in this Tender Document; we are pleased to quote the following fees for the Assignment:

A-Design Cost		Total Cost (INR)	
Lump sum Design Fee			
Total – A			
B-Artwork			
Activity	No. of Standees	Total Cost (INR)	
Standees (10X4 ft.)	15		
Standees (8X3 ft.)	10		
Banners (8X6 ft.)	10		
Outdoor Hoardings (20X25ft)	5		
Stage Backdrop – Inaugural and Valedictory (20X25 ft.)	2		
Stage Backdrop – Seminar Halls (15X20 ft.)	10		
Total – B			
Total Cost (A + B):			
Total Cost (A + B) in words:			

In case of change in the number of standees, banners, hoardings the art-work cost will be adjusted on pro-rata basis.

Note:

1. Size of standees, banners, hoardings are subject to change to a tolerance limit of 15%
2. The Financial Proposal is inclusive of all out-of-pocket expenses incurred by the

Bidder towards travel, documentation and communication during the period of the Agreement.

3. The Financial Proposal shall be inclusive of all applicable taxes including Service Tax
4. In case of a difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Signature of Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)

5.6 Appendix F

Sample form of bank guarantee for Performance Security

To,

The Executive Director, UDYOG BANDHU
12-C, Mall Avenue
Lucknow-226001,
Uttar Pradesh (India)
Tel: (91)522-2237582
Fax: (91)522-2237385

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

In favour of, UDYOG BANDHU having its office at 12-C, Mall Avenue, Lucknow – 226001, Uttar Pradesh (India), Tel: (91)522-2237582, Fax: (91)522-2237385, hereinafter referred to as “UDYOG BANDHU”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Agreement being entered into between UDYOG BANDHU and _____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office/ permanent address at _____ hereinafter called the “Agency”. The Agency has been granted appointment for “Design and Creative Agency for Global investor Summit 20XX (herein referred to as “the Assignment”).

- B. In terms of Clause 3.13 of the Tender Document, the Agency is required to furnish to UDYOG BANDHU, an unconditional and irrevocable bank guarantee for an amount of Rs. _____/- (Rupees _____ Only) as security for due and punctual performance/discharge of its obligations under the Agreement.

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by the Agency of all its obligations relating to the Assignment during the Agreement Period.
2. The Guarantor shall, without demur, pay to UDYOG BANDHU sums not exceeding in aggregate Rs. _____/- (Rupees _____ only), within five (5) calendar days of receipt of a written demand therefore from UDYOG BANDHU stating that the Agency has failed to meet its performance obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Agency or validity of demand so made by UDYOG BANDHU and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Agency or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
3. In order to give effect to this Guarantee, UDYOG BANDHU shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Agency or

postponement/non exercise/ delayed exercise of any of its rights by UDYOG BANDHU or any indulgence shown by UDYOG BANDHU to the Second Party and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by UDYOG BANDHU or any indulgence shown by UDYOG BANDHU provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

4. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/ released earlier by UDYOG BANDHU in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate is to a sum of Rs. _____/- (Rupees _____ only).
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Agency/ the Guarantor or any absorption, merger or amalgamation of the Agency/ the Guarantor with any other Person.
6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

SIGNED AND DELIVERED by

_____ Bank by the hand of Shri
_____ its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

5.7 Appendix G

Checklist of Proposal Submission

S.No	Name of Document	Enclosed in Pre- Qualification Envelope (Yes/No)
1	Covering letter on the Bidder's letter-head (Appendix A)	
2	Tender Fee	
3	EMD	
4	Details of Bidder (Appendix B)	
5	Power of Attorney (Appendix C)	
6	CA certified Financial Statement- 2010-11 2011-12 2012-13	
7	Letter of Indemnification for not being blacklisted	
8	PAN card details	
9	Service and Sales tax details of the Bidder	
10	Certificate of Incorporation	
11	Firm's Experience (in the format given in Annexure D)	

5.8 Appendix I

FORM OF AGREEMENT

Draft of Agreement

AGREEMENT FOR DESIGN & CREATIVE AGENCY FOR LONG TERM INVESTMENT PROMOTION PROGRAMME OF UTTAR PRADESH

This AGREEMENT is made on the _____ day of the month of _____ 2014 between Udyog Bandhu, a Society registered under Societies Registration Act, 1860 and having its office at 12-C Mall Avenue, Lucknow (hereinafter referred to as the “the UDYOG BANDHU” which expression shall include its successors) of the first Part, and, M/s _____ (hereinafter referred to as the “Design & Creative Agency” which expression shall include its successors) of the Second Part.

Whereas the UDYOG BANDHU, has floated Tender Document on date XXXXXX for Selection of Design & Creative Agency” for Long Term Investment Promotion Programme of Uttar Pradesh, as defined in Tender Document (hereinafter referred to as the “**Project**”).

And whereas the **Design & Creative Agency** submitted its proposals for the aforesaid project, whereby the **Design & Creative Agency** represented to the UDYOG BANDHU that it had the required professional skills, and in the said proposals the **Design & Creative Agency** also agreed to provide the Services to the UDYOG BANDHU on the terms and conditions as set forth in the Tender Document and this Agreement;

And whereas the UDYOG BANDHU, on acceptance of the aforesaid proposal of the **Design & Creative Agency**, issued Letter of Intent dated _____ (the “**LoI**”) to the Design & Creative Agency.

NOW, This AGREEMENT witnesses as follows:-

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this

Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) "Applicable Laws" means the laws and any other instruments having the force of law in India as may be issued and be in force from time to time;
- b) "Agreement" means this Agreement, together with all the Annexure;
- c) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- d) "Conflict of Interest" shall have the meaning set forth in Clause 3.2;
- e) "Effective Date" means the date on which this Agreement is executed.
- f) "Government" means the Government of Uttar Pradesh
- g) "INR, Re. or Rs." means Indian Rupees;
- h) "Personnel" means persons hired by the **Design & Creative Agency** and assigned the performance of the Services or any part thereof;
- i) "Party" means the UDYOG BANDHU or the **Design & Creative Agency**, as the case may be, and "Parties" means both of them;
- j) "Resident Personnel" means such persons who at the time of being hired by Design & Creative Agency had their domicile inside India;
- k) "Services" means the work to be performed by the **Design & Creative Agency** pursuant to this Agreement, as described in the Terms of Reference (Annexure -A) which is annexed herewith
- l) "Tender Document" means the Tender Document dated XXXXXX in response to which the **Design & Creative Agency's** proposal for providing Services was accepted;
- m) "Terms of Reference "means the work to be performed by **Design & Creative Agency** as mentioned in the Tender Document and annexed herewith as Annexure-A to this Agreement;
- n) "Third Party" means any persons or entity other than the Government, the UDYOG BANDHU or the Design & Creative Agency

o) "Letter of Intent" means Letter of Intent dated issued by UDYOG BANDHU to the Design & Creative Agency

1.1.2 All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Tender Document.

1.1.3 Any reference to "Clause" means clause of this Agreement.

1.1.4 The following documents along with all addenda shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- a) Agreement;
- b) Annexure of Agreement;
- c) Tender Document; and
- d) Letter of Intent

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the UDYOG BANDHU and the Design & Creative Agency. The Design & Creative Agency shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and Obligations

The mutual rights and obligations of the UDYOG BANDHU and the Design & Creative Agency shall be as set forth in the Agreement; in particular:

- a) the Design & Creative Agency shall carry out the Services in accordance with the provisions of this Agreement; and
- b) the UDYOG BANDHU shall pay agreed fee to the Design & Creative Agency in accordance with this Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Lucknow shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English/Hindi language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Design & Creative Agency, be given by facsimile and by letter delivered by registered post/speed post to the address given below:-

.....
.....

- b) in the case of UDYOG BANDHU, be given by facsimile and by letter delivered by registered post/speed post to the address given below:-

The Executive Director
UDYOG BANDHU
12-C, Mall Avenue, Lucknow-226001,

Uttar Pradesh (India)

Tel: (91)522 2237582

Fax: (91) 522 2237385

1.8. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by UDYOG BANDHU or the Design & Creative Agency, as the case be, may be taken or executed by the officials duly authorized by parties to this Agreement

1.8.1 UDYOG BANDHU may designate one of its officials as the Representative of UDYOG BANDHU. Unless otherwise notified; UDYOG BANDHU Representative shall be;

The Executive Director

UDYOG BANDHU

12-C, Mall Avenue, Lucknow-226001,

Uttar Pradesh (India)

Tel: (91)522 2237582

Fax: (91) 522 2237385

1.8.2 The Design & Creative Agency may designate one of its employees as Design & Creative Agency's Representative. Unless otherwise notified, the Design & Creative Agency's Representative shall be:

Tel:

Fax.....

Mo.....

1.9 Taxes and duties

Unless otherwise specified in this Agreement, the Design & Creative Agency shall pay all such taxes (including Service Tax), duties, fees and other impositions as may be levied under the Applicable Laws and UDYOG BANDHU shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it under Applicable Laws.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of execution of this Agreement "The effective date"

2.2 Commencement of Services

The Design & Creative Agency shall commence the Services within seven days from the Effective Date.

2.3 Termination of Agreement for failure to commence Services

If the Design & Creative Agency does not commence the Services within the period specified in Clause 2.2 above, UDYOG BANDHU may, by not less than seven days' notice to the Design & Creative Agency, call upon it to commence the work. If the Design & Creative Agency fails to commence the work within stipulated time, UDYOG BANDHU, may terminate this Agreement, and in that event, the Performance Security in the form of Bank Guarantee shall be invoked by UDYOG BANDHU.

2.4 Expiration of Agreement

Unless terminated earlier, this Agreement shall expire after 9 months from the Effective Date plus a period of 180 (One hundred eighty) days have elapsed after all payments due under this Agreement have been made.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modifications hereto shall be valid and effective unless such

modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; Provided, however, that the obligations of the Design & Creative Agency arising out of the provisions of the Tender Document shall continue to subsist and shall be deemed as part of this Agreement.

2.6 Modifications of Agreement

Modification of the terms and conditions of this Agreement may only be made by written agreement between the Parties hereof, however, each Party shall give due consideration to any proposals for modifications made by the other Party.

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 No breach of Agreement

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

Measures to be taken

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

2.7.4 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Design & Creative Agency shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by UDYOG BANDHU to the Design & Creative Agency on providing proper justification and certificate from their auditors for such expenses on the format as may be decided by UDYOG BANDHU.

2.7.5 Consultation

As soon as possible but not later than thirty (30) days after the Design & Creative Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

UDYOG BANDHU may, by written notice to the Design & Creative Agency, without any obligation (financial or otherwise) suspend all the payments to the Design & Creative Agency hereunder if the Design & Creative Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; Provided that such notice of suspension

- i. shall specify the nature of the breach or failure, and
- ii. shall provide an opportunity to the Design & Creative Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt of such notice of suspension by the Design & Creative Agency.

2.9 Termination of Agreement

2.9.1 by UDYOG BANDHU

UDYOG BANDHU may, by not less than thirty (30) days written notice of termination to the Design & Creative Agency, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a. After Thirty (30) days from the date of Suspension of Agreement under Clause 2.8; or
- b. Design & Creative Agency becomes insolvent or bankrupt; or
- c. Design & Creative Agency goes into liquidation; or
- d. Design & Creative Agency fails to perform any of its obligation under this Agreement; or
- e. Design & Creative Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 2.10 hereof; or
- f. the Design & Creative Agency submits to UDYOG BANDHU a statement which has a material effect on the rights, obligations or interests of UDYOG BANDHU and which the Design & Creative Agency knows to be false; or
- g. Any document, information, data or statement submitted by the Design & Creative Agency in its Proposals, based on which the Design & Creative Agency was considered eligible or successful, is found to be false, incorrect or misleading.

2.9.2 by the Design & Creative Agency

The Design & Creative Agency may, by not less than thirty (30) days' written notice to UDYOG BANDHU, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a. UDYOG BANDHU is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Design & Creative Agency may have subsequently agreed in writing) from the date of receipt of notice by UDYOG BANDHU
- b. UDYOG BANDHU fails to comply with any final decision reached as a result of arbitration pursuant to Clause 2.10 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9, or upon expiration of this Agreement pursuant to Clause 2.4, all rights and obligations of the Parties hereunder shall cease, except:-

- I. such rights and obligations as may have accrued on the date of termination or expiration,
- II. the obligation of confidentiality set forth in Clause 3.3.
- III. the Design & Creative Agency's obligation to permit inspection, copying and auditing of its accounts and records and the remedy available under the Arbitration and Conciliation Act, 1996.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 the Design & Creative Agency shall, immediately upon receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to **Clauses 2.9.1 or Clause 2.9.2** hereof, UDYOG BANDHU shall make the following payments to the Design & Creative Agency

(after offsetting against these payments any amount that may be due from the Design & Creative Agency to UDYOG BANDHU):

- A. payment pursuant to **Clause 4** hereof for Services satisfactorily performed till the date of termination; and
- B. except in the case of termination pursuant to **Clause 2.9.1** hereof, reimbursement of any reasonable direct documented costs incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Personnel.

2.10 Disputes Resolution

(i) Amicable Settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other Party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid manner within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

(ii) Arbitration:

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by a Sole Arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the Parties to the identity or appointment of such Sole Arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by UDYOG BANDHU and other appointed by Design & Creative Agency and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted at Lucknow and following are agreed:

- (a) When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement;
- (b) The arbitration award shall be final and binding on the Parties;
- (c) The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for Counsel);
- (d) The award shall be made in English language

3. OBLIGATIONS OF THE DESIGN & CREATIVE AGENCY

3.1 General

3.1.1 Standards of Performance

The Design & Creative Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Design & Creative Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to UDYOG BANDHU, and shall at all times support and safeguard UDYOG BANDHU's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The Scope of Works to be performed by the Design & Creative Agency are specified in the Terms of Reference (the “**TOR**”) at Annexure-A of this Agreement. The Design & Creative Agency shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Design & Creative Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnel and agents of the Design & Creative Agency comply with the Applicable Laws.

3.2 Conflict of Interest

The Design & Creative Agency shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The dedicated team deployed by Design & Creative Agency shall not engage in consulting activities that conflict with the interest of the UDYOG BANDHU (only during the tenure of this Agreement) under this Agreement and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. It should be the requirement of the assigned works that the Design & Creative Agency should provide professional, objective and impartial advice and at all times hold the UDYOG BANDHU's interests paramount, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

3.3 Confidentiality

3.3.1 The Design & Creative Agency and its Personnel shall not, either during the term of contract or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by UDYOG BANDHU to the Design & Creative Agency and a Personnel of Design & Creative Agency. Design & Creative Agency and its Personnel shall not disclose any information provided by or relating to UDYOG BANDHU, its technology, technical processes, business affairs or finances or any information relating to UDYOG BANDHU's employees, officers or other professionals or suppliers, customers, or contractors of UDYOG BANDHU; and any other information which the Design & Creative Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of UDYOG BANDHU.

Notwithstanding the aforesaid, the Design & Creative Agency, and its Personnel may disclose Confidential Information to the extent that such confidential Information:

- i. was in the public domain prior to its delivery to the Design & Creative Agency

and its Personnel or becomes a part of the public knowledge from a source other than the Design & Creative Agency, and its Personnel;

- ii. is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the Design & Creative Agency, shall give UDYOG BANDHU, written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

3.3.2 UDYOG BANDHU will treat all information, submitted by Design & Creative Agency as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. UDYOG BANDHU may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privileges of the statutory entity.

3.4 Liability of the Design & Creative Agency

The aggregate liability of the Consultant under this Agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total assignment fee hereunder unless otherwise it is decided by any competent court or under arbitration.

3.5 Insurance to be taken out by the Design & Creative Agency

The Design & Creative Agency:

- i. shall take out and maintain at his own cost, insurance against the risks, and for the coverage, and
- ii. at UDYOG BANDHU's request, shall provide evidence to UDYOG BANDHU showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.

3.6 Design & Creative Agency's actions requiring UDYOG BANDHU's prior approval

UDYOG BANDHU will not normally consider any request of the Design & Creative Agency for substitution of Key Personnel. Substitution, will, however be permitted if the

Key Personnel is not available for reasons of any incapacity or due to bad health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of UDYOG BANDHU.

3.7 Documents / information prepared by the Design & Creative Agency to be property of UDYOG BANDHU

3.7.1 All reports / documents / information and other documents prepared by the Design & Creative Agency in performing the Services shall become and remain the property of UDYOG BANDHU, and the Design & Creative Agency shall, after termination or expiration of this Agreement, deliver all such documents to UDYOG BANDHU, together with a detailed inventory thereof. The Design & Creative Agency may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

3.7.2 The Design & Creative Agency shall not use these documents for purposes unrelated to this Agreement.

3.8 Accuracy of Documents

The Design & Creative Agency shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the information, documents prepared by it as part of these Services. Subject to the provisions of Clause 3.4, it shall indemnify UDYOG BANDHU against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Design & Creative Agency or arises out of its failure to conform to good industry practice. The Design & Creative Agency shall also be responsible for promptly correcting the same, at its own cost and risk.

4. Payment to the Design & Creative Agency

4.1 In consideration of the Services performed by the Design & Creative Agency under this Agreement, the Design & Creative Agency will be entitled for total fee of Rs.....(Rupees.....) only. The Design & Creative Agency shall pay all Taxes (including Service Tax), duties, fees and other

impositions under Applicable Law.

4.2 The payment of fee shall be made as under:-

S No	Payment Milestones	Payment Terms (% of total fee)
1.	Collaterals related to road-shows and monthly newsletters for first 9 months	30% (10% at end for every 3 month)
2.	Designing of Audio Visual content	15%
3.	Design of GIS 20XX Website (On hosting of the Web site)	10%
4.	Submission of final designed collaterals for GIS-20XX	15%
5.	Submission and approval of design and artwork for hoardings, banners, standees, backdrops	15%
6.	15 Days after Global Investors' Summit 20XX	15%

Note: Payment will be made after the final submission and approval of all the deliverables. Submission would include a formal presentation by the Design & Creative Agency.

4.3 The payment as per the above schedule shall be made on satisfactory completion of all activities/roles/duties as per mutually agreed milestones up to the stage of respective payment schedule, to the satisfaction of UDYOG BANDHU.

5 Deliverables will be considered deemed approve if no feedback is provided by UDYOG BANDHU to the consultant within 2 weeks of submission of the

deliverable.

6. Currency of Payment

All payments shall be made in Indian Rupees.

7. Severability

7.1 If at any time any provision of this Agreement becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement.

7.2 The parties agree to furnish/execute such further or other documents/papers for giving fullest effect to the Scope of Work as may be required by UDYOG BANDHU.

8. JURISDICTION OF COURTS:

All disputes arising out of this Agreement shall be subject to the jurisdiction of the Courts at Lucknow only

9. Performance Security

The Design & Creative Agency has furnished the Performance Security of an amount equal to 10% of the fee by way of Bank Guarantee, the details of which are mentioned as below:-

.....

The validity period of Bank Guarantee of Performance Security shall be 15 months from the date of Letter of Intent.

10. Penalty for delay:

If the progress of assignment is found to be non-satisfactory or delayed at any point of time, UDYOG BANDHU reserves the right to impose penalty. The total amount of penalty shall not exceed 5% of total assignment fee.

11. Indemnity

The Design & Creative Agency will indemnify UDYOG BANDHU for any direct loss or damage that is caused due to the Design & Creative Agency's fraud, willful misconduct, gross negligence, breach of confidentiality or breach of third party intellectual property rights in the performance of the services.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND
DELIVERED

For and on behalf of Design &
Creative Agency:

For and on behalf of UDYOG
BANDHU:

(Signature of Authorized
Representative)

(Signature of Authorized
Representative)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Phone, Fax Nos.)

(Phone, Fax Nos.)

Witnesses:

1. Signature

Name

Address

2. Signature

Name

Address

Annexure A: Terms of Reference

1. Background

"Udyog Bandhu", Nodal Agency of Government of Uttar Pradesh for industrial promotion, an Organization of the State Government of Uttar Pradesh registered under Societies Registration Act 1860, is dedicated to facilitating Investment in Infrastructure, Industrial and Service Sectors, besides solving problems of existing & up-coming industries with different Government departments.

Udyog Bandhu shoulders the responsibility of resolving various issues of entrepreneurs related to other Government Departments of the State of Uttar Pradesh through consistent follow-ups, regular meetings and enabling smooth implementation of various policy formations for the industrial development of the State. Acting as a catalyst between entrepreneurs and Government Departments, Udyog Bandhu creates a suitable ambience for industrial development in the State and also assists creation of investment in the State. Government of Uttar Pradesh (GoUP) is planning to establish major I.T. Parks, Leather Parks, Food Parks, Dairies and many other mega projects in private Sector. In order to attract investment from private sectors and to sensitize them for investment in Uttar Pradesh, road-shows, mega events, conferences shall be organized at national and international level. Udyog Bandhu plans to organize a Global Investors Summit (GIS – 20XX) to attract investment..

The event would be organized in Agra in February 2015. A firm date will be decided in due course. >Place< from >Dates<

GIS-20XX will be a 2 days mega event where in Seminars, Conventions, Business Meetings, Exhibitions, Networking and other events will take place under a single umbrella. Eminent persons, Political Leaders, Diplomats, senior government officials, Investors, Entrepreneurs, Decision Makers, Policy Makers, Academicians, Media, etc. from India and abroad will participate in the GIS – 20XX.

To support the professional needs for conceptualization, design and development of visual identity and creative material for the GIS 20XX, it is proposed to have a dedicated Design partner for the event as highlighted in the scope of work below:

2. Scope of Work

► Support in developing branding & communications

- Conceptualization, design and development of brand elements and visual imagery such as logo and web design in accordance with the envisioned brand image of Uttar Pradesh as an investment destination
- Designing the entire state campaign which would include print, electronic, outdoor, radio and digital media
- Designing on a state specific audio visual ad of 5 to 7 minutes

The Design & Creative Agency needs to suggest the optimal number length/ duration and frequency of the radio ads as well as the number and frequency Electronic/Digital ads based on benchmarks for similar investment summits in other states and on the assumption that that the campaign period would be 6 months.

► Support in designing promotional material

- Design format, typeface and layout for the monthly e-newsletters from the date of appointment until completion of the contract duration.
- Design marketing collaterals such as sector brochures, event brochure, Investment Guides, delegation kits, docketts for events, conferences and seminars which will happen as a run-up to GIS 20XX (Refer table below)
- Designing promotional websites for GIS-20XX

Website will be hosted by Udyog Bandhu and ownership of Web Domain will be in the name of Udyog Bandhu.

Once the contract of Design & Creative Agency is over entire rights of website including source code, content, knowledge material, user access ids, passwords etc. needs to be transferred to Udyog Bandhu.

Website should be Dynamic.

- Overall conceptual design and layout planning for sector and region specific events like design inputs for UP pavilion at exhibitions, roadshows and GIS 20XX

- Design of banners, standees, hoardings, etc. for sector and region specific events.
- Develop a stock of original high resolution images on UP's infrastructure and industrial scenario for use in various, marketing collaterals
- ▶ **Support during the Road shows and event of GIS 20XX**
 - Design standees of 10X4 ft. for the inside venue (at least 4 themes)
 - Design standees of 8X3 ft. for the seminar halls (at least 4 themes)
 - Design of Banners (8X6 ft.) containing messages from dignitaries (at least 4 themes)
 - Design of outdoor hoardings of 20X25 ft. each (at least 4 themes)
 - Backdrop design for inaugural and valedictory sessions and seminar halls (for 6 – 7 Roadshows and GIS 20XX)

Udyog Bandhu/ Knowledge Partner will be providing the knowledge content. The Design & Creative Agency is however expected to apply creative expression, design elements and layouts while representing the same information

Table 1- Tentative list of Marketing Collaterals to be designed for GIS 20XX PRE EVENT		
S No	Name of Marketing Collateral	Approx. number of brochures for design
1.	16-20 page Dynamic UP Handbook for Investors	1
2.	16-20 page Sector brochures for 5-7 priority sectors	5-7
3.	16-20 page Success Stories Profile (Brochures)	1
4.	Shelf of Projects (Investment Opportunities in UP) (Maximum 30 pages including cover)	1
5.	16-20 page Infrastructure Profile	1
6	Display material, delegation kit design for various domestic and international road shows	1

Note: The above numbers are tentative and subject to change

Table 2- Tentative list of Visuals & Creative to be designed for GIS 20XX DURING EVENT		
S No	Name of Visual/ Creative	Approx. number for design
1.	Event Brochure	1
2.	Invitation Cards	4-5
3.	Flyer	3-4
4.	Delegate Kit/ Folders/ Pocket guides along with bags docket etc.	1
5.	City and venue guide	1
6.	Hoardings & banners/ outdoor creative	10 Banners (8X6 ft.) 5 Outdoor Hoardings (20X25ft)
7.	Standees/ venue creative	15 Standees (10X4 ft.) 10 Standees (8X3 ft.)
8.	Stage Backdrop	2- Inaugural and Valedictory (20X25 ft.) 10 -Seminar Halls (15X20 ft.)
9.	Any other bi-fold/ tri-fold brochures for the seminars, conferences or special events organized during GIS 20XX	To be finalized during GIS 20XX

Note: The above numbers are tentative and subject to change

The Design & Creative Agency will be responsible for designing the entire Invest UP website, including the basic template and all web pages. The responsibility for coding the web site will also lie with the Design & Creative Agency.

Table 3- Tentative list of other promotional tools for designing		
S No	Name of Marketing Tool	Approx. Number for design
1.	Invest UP Website	1 Website with all its content and webpages
2.	Monthly e-newsletters	Every month till the completion of the contract duration.
3.	Creative advertisements and inserts for release in print and digital media	To be finalized in association with the Media Partner
4.	State specific audio visual film of 5-7 minutes	1 AV film in avi/ mpeg/ mp4 format

Note:

- 1. The Web site shall be a promotional website and it has to be at par with the current industry norms. The above numbers are tentative and subject to change*
- 2. Data and email IDs to send e – newsletter will be provided by Udyog Bandhu, Knowledge Partner and Media & Public Relations Agency*

3. *The Design & Creative Agency needs to design one state specific Audio Visual (AV) of 5 – 7 minutes and approximately 4-5, 30 – 60 seconds snippets of AVs extracted from the state specific AV, for the TV ad campaign for the Global Investors' Meet.*
4. *The Design & Creative Agency has to shoot fresh footage and photographs. However knowledge content and existing footage, photographs etc. where available, would be made available by Udyog Bandhu / Knowledge Partner.*

3. Project Duration

Duration of the assignment would be for a period of Nine (9) months, starting from the date of signing of the Agreement.

The contract for the assignment may be extended after completion of duration of Nine (9) months as per terms and fees mutually agreed upon.