



फा.सं./F.No. PRD/Engagement of ICA/2018-19

**भारतीय मानक ब्यूरो
BUREAU OF INDIAN STANDARDS
नई दिल्ली/New Delhi**

राष्ट्रीय प्रतिस्पर्धात्मक बोली (एनसीबी)
National Competitive Bidding (NCB)

भारतीय मानक ब्यूरो के लिए एकीकृत संचार एजेंसी की नियुक्ति (मीडिया नियोजन और डिजिटल प्रवर्धन, ऑनलाइन एवं ऑफलाइन विषयवस्तु सृजन तथा वेबसाइट विकास) /

APPOINTMENT OF
INTEGRATED
COMMUNICATION AGENCY
For (Media Planning & Digital Amplification,
Online & Offline Content Creation & Website Development)

BUREAU OF INDIAN STANDARDS

अर्हता हेतु अनुरोध / REQUEST FOR QUALIFICATION

सह / CUM

प्रस्ताव हेतु अनुरोध / REQUEST FOR PROPOSAL

01 अगस्त/01 August, 2018

जारीकर्ता / Issued by:
जनसंपर्क विभाग / PR Department
भारतीय मानक ब्यूरो / Bureau of Indian Standards
9, बहादुरशाह जफर मार्ग/Bahadur Shah Zafar Marg
नई दिल्ली / New Delhi - 110 002
फोन/Phone: +91-11- 23234048

डाटा शीट / Data Sheet

संदर्भ	विवरण
खंड 1 बिन्दु 3	इसका उद्देश्य बीआईएस, इसके अधीनस्थ कार्यालयों द्वारा समय-समय पर की गई पहलों का व्यापक प्रचार-प्रसार करने / पहुंच बनाने हेतु एक समग्र रणनीतिक संचार योजना विकसित एवं निष्पादित करने में सक्षम डिजिटल प्रवर्धन तथा वेबसाइट विकास एजेंसी की सेवाओं की खोज करना है।
खंड 1 बिन्दु 4	चयन की विधि गुणता और लागत के लिए, क्रमशः 70:30 वेटेज का उपयोग करके संयुक्त गुणता सह लागत आधारित चयन (क्यूसीबीएस) है।
2.1.1	संगठन का नाम: भारतीय मानक ब्यूरो
2.3.4 (v)	आवेदक का प्रस्ताव प्रस्तावित देय तिथि से 60 (साठ) दिनों के लिए मान्य होगा।
2.2	दिनांक 09/08/2018 को या इससे पहले स्पष्टीकरण हेतु अनुरोध किया जाना चाहिए। किसी स्पष्टीकरण के अनुरोध के समय बोलीदाता को एमएस वर्ड या पीडीएफ फाइल में बोली पूर्व प्रश्नों की सॉफ्ट कॉपी भेजनी होगी। स्पष्टीकरण का अनुरोध करने के लिए ई-मेल पता है: pr@bis.gov.in
2.2.2	बोली पूर्व बैठक की तिथि और समय - 09/08/2018 पर 11.00 बजे बैठक का आधिकारिक पता: बीआईएस, 9, बहादुर शाह जफर मार्ग, नई दिल्ली- 110002
2.5	प्रस्ताव जमा करने की अंतिम तिथि 23/08/2018 पर 17.00 बजे (आईएसटी) तक है। यह प्रस्ताव सीपीपीपी पर जमा किया जाएगा। ईएमडी / बैंक गारंटी जमा करने का पता जन संपर्क विभाग, कक्ष संख्या 350, बीआईएस, 9, बहादुर शाह जफर मार्ग, नई दिल्ली 110002 है।
2.5.3	बोलीदाता को केवल केंद्रीय सार्वजनिक क्रय पोर्टल के माध्यम से बोली जमा करनी होगी। कोई प्रत्यक्ष बोली स्वीकार नहीं की जाएगी। बोली में निम्नलिखित शामिल होने चाहिए: <ul style="list-style-type: none"> • ईएमडी • अर्हता पूर्व प्रस्ताव • तकनीकी प्रस्ताव • वित्तीय प्रस्ताव
2.4.9	आवेदक को लागत भारतीय रुपयों (आईएनआर) में देनी होगी।

फा.सं. PRD/Engagement of ICA/2018-19

भारतीय मानक ब्यूरो - अर्हता हेतु अनुरोध (आरएफक्यू) सह प्रस्ताव हेतु अनुरोध (आरएफपी) - आमंत्रित करता है

भारतीय मानक ब्यूरो (बीआईएस) उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय, भारत सरकार के नियंत्रण के अधीन कार्यरत भारत का राष्ट्रीय मानक निकाय है।

इसका उद्देश्य बीआईएस की गतिविधियों /पहलों का व्यापक प्रचार-प्रसार / पहुंच के लिए रणनीतिक संचार एवं प्रवर्धन एजेंसी (मीडिया नियोजन एवं डिजिटल प्रवर्धन सहित, ऑनलाइन तथा ऑफलाइन विषयवस्तु सृजन और वेबसाइट विकसित करने में सक्षम) की सेवाओं की खोज करना है। बीआईएस से हमारा तात्पर्य है, बीआईएस, और इसके अधीनस्थ कार्यालय, कार्यक्रम और समय-समय पर ली गई विभिन्न पहलें। इच्छुक बोलीदाताओं से अनुरोध है कि आरएफपी के लिए अपने प्रत्युत्तर नीचे दिए गए पते या केंद्रीय लोक प्रापण पोर्टल (CPPP: <http://eprocure.gov.in>) पर दिनांक 23 अगस्त 2018 तक या इससे पहले प्रस्तुत करें।

प्रस्तुतियाँ निम्नलिखित पते पर भेजी जाएं:

निदेशक (जनसंपर्क) जनसंपर्क विभाग

भारतीय मानक ब्यूरो

9, बहादुर शाह जफर मार्ग नई दिल्ली - 110002

फोन: +91-11- 23234048

इमेल आईडी: pr@bis.gov.in



E.No – PRD/Engagement of ICA/2018-19

**BUREAU OF INDIAN STANDARDS
New Delhi**

National Competitive Bidding (NCB)

**APPOINTMENT OF INTEGRATED
COMMUNICATION AGENCY**

**For Media Planning & Digital Amplification,
Online & Offline Content Creation & Website Development**

REQUEST FOR QUALIFICATION

CUM

REQUEST FOR PROPOSAL

01 August, 2018

Issued by:

**PR Department
Bureau of Indian Standards
9, Bahadur Shah Zafar Marg
New Delhi - 110 002
Phone: +91-11- 23234048
E-mail ID: pr@bis.gov.in**

Data Sheet

Reference	Description
Section 1, Point 3	The objective is to seek the services of a Digital Amplification & Website Development agency capable of developing and executing an overall strategic communications plan for wide dissemination/ outreach of BIS, its subordinate offices and initiatives taken from time to time.
Section 1, Point 4	The method of selection is Combined Quality cum Cost Based Selection (QCBS) using 70:30 weightage for quality and cost respectively.
2.1.1	The name of the Organisation: Bureau of Indian Standards
2.3.4 (v)	The proposal of the applicant shall be valid for 60 (sixty) days from the Proposal Due Date.
2.2	Clarification must be requested on or before 09/08/2018. Bidder shall share the MS Word or PDF file in soft copy of pre-bid queries at the time of requesting clarifications. The e-mail address for requesting clarification is : pr@bis.gov.in
2.2.2	Date & Time of pre bid meeting –09/08/2018 at 11.00 am at BIS, Bahadur Shah Zafar Marg,, New Delhi- 110002
2.5	The last date for submission of Proposal is 23/08/2018 till 1700 hrs. The proposal shall be submitted only through CPPP. The address for submission of EMD/Bank Guarantee is Public Relations Department, Room No. 350, Manakalya, BIS, Bahadur Shah Zafar Marg,, New Delhi 110001
2.5.3	Bidder must submit the bid through Central Public Procurement Portal only. No physical bid will be accepted. The bid must include the following: <ul style="list-style-type: none"> • EMD • Pre-Qualification proposal • Technical proposal • Financial proposal
2.4.9	The applicant to state cost in Indian Rupees (INR) only.

F.No PRD/Engagement of ICA/2018-19

**BUREAU OF INDIAN STANDARDS INVITES - REQUEST FOR QUALIFICATION (RFQ)
CUM REQUEST FOR PROPOSAL (RFP)**

Bureau of Indian Standards (BIS) is the National Standards Body of India working under the aegis of Ministry of Consumer Affairs, Food & Public Distribution, Government of India.

The objective is to seek the services of a strategic communications and amplification agency (capable of developing and executing functions including Media planning & Digital amplification, Online & Offline content creation & website development) for wide dissemination/ outreach of activities/ initiatives of BIS. By BIS we mean BIS, its subordinate offices, programs and various initiatives taken from time to time. Interested Bidder are requested to submit their responses to the "RFP" at the address mentioned below on Central Public Procurement Portal (CPPP: <http://eprocure.gov.in>) on or before 23rd August 2018.

The submissions must be addressed to:

Director (PR) Public Relations Department

Bureau of Indian Standards

9, Bahadur Shah Zafar Marg New Delhi - 110 002

Phone: +91-11- 23234048

E-mail ID: pr@bis.gov.in

DISCLAIMER

1. This RFQ-cum-RFP document is neither an agreement nor an offer by **Bureau of Indian Standards (BIS)**, (hereinafter referred to as “BIS”) to the prospective Bidder or any other person. The purpose of this RFQ-cum-RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFQ-cum- RFP.
2. BIS does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ-cum-RFP document and it is not possible for BIS to consider the particular needs of each party who read or use this document. The RFQ-cum-RFP includes statements which reflect various assumptions and assessments arrived at by BIS in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. Each prospective applicant should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFQ-cum-RFP document and obtain independent advice from appropriate sources.
3. BIS will not have any liability to any prospective applicant/ firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ-cum-RFP document, any matter deemed to form part of this RFQ-cum-RFP document, the award of the assignment, the information and any other information supplied by or on behalf of BIS or their employees, any consulting agency or otherwise arising in any way from the selection process for the assignment. BIS will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon any statements in this RFQ-cum-RFP.
4. BIS will not be responsible for any delay in receiving the proposals. The issue of this RFQ-cum-RFP does not imply that BIS is bound to select an applicant or to appoint the selected applicant, as the case may be, for the services and BIS reserves the right to accept/reject any or all of proposals submitted in response to RFQ-cum-RFP document at any stage without assigning any reasons whatsoever. BIS also reserves the right to withhold or withdraw the process at any stage with intimation to all who

submitted RFQ-cum-RFP Application.

5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BIS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. BIS reserves the right to change/ modify/ amend any or all provisions of this RFQ-cum-RFP document. Such revisions to the RFQ-cum-RFP / amended RFQ-cum-RFP will be made available on the website of BIS and CPP Portal.

Section 1: Letter of Invitation

New Delhi

Date: 1st August 2018

Introduction

BUREAU OF INDIAN STANDARDS or **BIS** is the National Standards Body of India working under the aegis of The Ministry of Consumer Affairs, Food & Public Distribution, Government of India.

BIS has been providing benefits to the national economy in a number of ways by providing safe reliable quality goods; minimizing health hazards to consumers; promoting exports and imports substitute; control over proliferation of varieties etc. through standardization, certification and testing.

Objective

The objective is to seek the services of a Media planning & Digital amplification, Online & Offline content creation and website development agency capable of developing and executing an overall strategic communication and amplification plan for wide dissemination/ outreach of activities/ initiatives of BIS.

A suitable Digital Amplification & Website Development Agency will be selected as per Combined Quality cum Cost Based Selection (CQCCBS).

The RFQ–cum-RFP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Bidder

SECTION 3: Pre – Qualification and Technical Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard format of Work Order

All clarifications/ corrigenda will be published only on CPP Portal as well as BIS Website. The official website for accessing the information related to this RFQ–cum-RFP is www.bis.gov.in along with Central Public Procurement Portal (<http://eprocure.gov.in>).

Yours sincerely,
Director (PR) Public Relations Department
Bureau of Indian Standards

Section 2: Instructions to Bidder

2.1 Introduction

- 2.1.1 The Organisation (hereinafter called “BIS”) named in the data sheet will select an Agency in accordance with the method of selection specified in the data sheet. Bidder are advised that the selection of Media planning & Digital amplification, Online & Offline content creation and website development Agency (hereinafter called “Agency”) shall be on the basis of an evaluation by BIS through the selection process specified in this RFQ-cum-RFP (the —Selection Process). Bidder shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that BIS’s decisions are final without any right of appeal whatsoever.
- 2.1.2 The Bidder are invited to submit Pre-Qualification, Technical and Financial Proposals (collectively called as —the Proposal), as specified in the data sheet, for the services required for the Assignment. The Applicant shall submit the Proposal in the form and manner specified in this RFQ-cum-RFP, in relevant sections herewith.
- 2.1.3 The Proposal will form the basis for grant of work order to the selected Agency. The Agency shall carry out the assignment in accordance with the Terms of Reference of this RFQ-cum-RFP (the—TOR).
- 2.1.4 BIS requires that the Applicant hold BIS’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of BIS and the Project.
- 2.1.5 Bidder shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection Process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BIS or any other costs incurred in connection with or relating to its Proposal.
- 2.1.6 It is the BIS’s policy to require that the Bidder observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the BIS:
- (i) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing the work order in question;
 - (ii) will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order.
- 2.1.7 **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFQ-cum-RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or differences shall be finally settled by DG, BIS, whose decision shall be final.

- 218 Termination of Assignment: BIS will have the right to terminate the assignment by giving 30 (thirty) days written notice. If the assignment is terminated due to fault of the applicant or in case of termination of assignment by the applicant for reasons not attributable to BIS, BIS will forfeit the performance security of the applicant.
- 211 The Applicant shall submit his proposal in three covers containing details of EMD, Technical Proposal and Financial Proposal respectively, on the e- procurement portal. No cover, other than EMD shall be accepted in physical form. Original EMD is to be deposited at BIS. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ-cum-RFP. Subsequently the technical evaluation as specified in this RFQ-cum-RFP will be carried out only for those Bidder who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Bidder shall be prepared in the order of their merit. The Financial Proposals of technically qualified Applicant securing the highest rank will be opened.
- 212 The evaluation will be done in accordance with procedure given in Clause 2.6.
- 213 Number of Proposals: No Applicant shall submit more than one Application.
- 214 Right to reject any or all Proposals:
- (i) Notwithstanding anything contained in this RFQ-cum-RFP, the BIS 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.
 - (ii) Without prejudice to the generality of above, BIS 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 BIS, the supplemental information sought by BIS for evaluation of the Proposal.
 - (iii) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then BIS reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of BIS, including annulment of the Selection Process.
- 215 Acknowledgement by Applicant:
- (i) It shall be deemed that by submitting the Proposal, the Applicant has:
 - a) made a complete and careful examination of the RFQ-cum-RFP;
 - b) received all relevant information requested from BIS;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ-cum-RFP or furnished by or on behalf of BIS;
 - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) agreed to be bound by the undertaking provided by it under and in term hereof.

- (ii) BIS and/ or its advisors/ Agencies shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ-cum-RFP or the Selection Process, including any error or mistake therein or in any information or data given by BIS and/ or its Agency.

2.2 Clarification and Amendment of RFQ-cum-RFP documents

Bidder may seek clarification on this RFQ-cum-RFP document, on or before 9th August 2018. Any request for clarification must be sent by standard electronic means (PDF and word file) BIS's e-mail: pr@bis.gov.in. The BIS will endeavour to respond to the queries prior to the Proposal Due Date. BIS will post the reply to all such queries on its official website and CPPP portal.

- 221 At any time before the submission of Proposals, BIS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ-cum-RFP documents by an amendment. All amendments/ corrigenda will be posted only on BIS's Official Website as well as CPP Portal. In order to afford the Bidder a reasonable time for taking an amendment into account, or for any other reason, BIS may at its discretion extend the Proposal Due Date.
- 222 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Bidder willing to attend the pre-bid should inform BIS beforehand in writing and email. The maximum number of participants from an applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre- Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

2.3 Earnest Money Deposit (EMD)

- 231 **An Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from any Commercial Bank in favour of 'Bureau of Indian Standards' payable at New Delhi, for the sum of Rs.10,00,000/- shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of Form 3D.**

- 232 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as —EMD— [name of assignment] and Not to be opened except in the presence of evaluation committee. This envelope shall be delivered to BIS in physical form before the Proposal Due Date. In addition, a scanned copy (in PDF format) shall also be uploaded on Central Public Procurement Portal (hereinafter referred to as CPPP). Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.
- 233 BIS will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Bidder shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by BIS. The Selected Applicant's Earnest Money shall be returned, without any interest upon the Applicant accepting the work order and furnishing the Performance Security in accordance with provision of the RFQ-cum-RFP and work order.
- 234 BIS will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to BIS in regard to the RFQ-cum-RFP without prejudice to BIS's any other right or remedy under the following conditions:

- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice,

undesirable practice or restrictive practice as envisaged under this RFQ-cum-RFP (including the Standard Form of work order);

- (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ-cum-RFP and as extended from time to time,
- (iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or if the Applicant commits any breach of terms of this RFQ-cum-RFP or is found to have made a false representation to BIS.
- (iv) Performance Security equivalent to the amount indicated in this RFQ – cum - RFP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RFQ-cum-RFP / work order.
- (v) For the successful bidder the Performance Security shall be retained by BIS until the completion of the assignment by the Applicant and be released 60 (Sixty) days after the completion of the assignment.

235 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.

236 An Applicant should have, during the last 1 (one) year, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate within India.

2.4 Preparation of proposal

241 Bidder are requested to submit their Proposal in English language and strictly in the formats provided in this RFQ-cum-RFP. BIS will evaluate only those Proposals that are received in the specified forms and complete in all respects.

242 In preparing their Proposal, Bidder are expected to thoroughly examine the RFQ-cum-RFP Document.

243 The technical proposal should provide the documents as prescribed in clause 2.6., along with photocopy of PAN Card, GST Registration & Returns (latest), Income Tax Returns (three years up to year ending 2017-18), Memorandum of Association/ equivalent. No information related to financial proposal should be provided in the technical proposal.

244 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, BIS will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.

245 The Proposal must be digitally signed by the Authorized Representative (the - Authorized Representative) as detailed below:

- (i) by the proprietor in case of a proprietary firm;
- (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (iii) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation

246 Bidder should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFQ-cum-RFP, no supplementary material will be entertained by BIS, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Bidder will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, BIS reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

247 **Financial proposal:** While preparing the Financial Proposal, Bidder are expected to take into account the various requirements and conditions stipulated in this RFQ-cum-RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the domestic travel (within India) and stay costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

248 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ-cum-RFP.

249 Bidder shall express the price of their services in Indian Rupees only.

2.5 Submission, receipt and opening of proposals

251 The Proposal shall be submitted through e-procurement portal CPPP. The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have file name in accordance to following format [*form name, applicant name*]. Applicant name should contain only first two words of its name. Proposal received in any other manner shall be summarily rejected. For example, see (Pre- Qualification Proposal, Company Name)

252 The Authorized Representative of the Applicant should authenticate EMD Details, Pre-Qualification, Technical and Financial proposal using his digital signatures. The Authorized Representative's authorization should be confirmed by a written power o attorney by the competent authority accompanying the Proposal.

- 253 The Applicant shall submit his proposal in three covers containing details of EMD, Technical Proposal and Financial Proposal respectively, on the e- procurement portal. No cover, other than EMD shall be accepted in physical form.
- 254 No proposal shall be accepted after the closing time for submission of Proposals.
- 255 After the deadline for submission of proposals, the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Bidder meet the prescribed Minimum Qualification Criteria. The RFP details containing the Earnest Money Deposit, Technical and Financial Proposals shall remain closed.
- 256 After the Proposal submission until the grant of the work order, if any Applicant wishes to contact BIS on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence BIS during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the applicant's proposal.

2.6 Proposal Evaluation

- 261 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed **Minimum Qualification Criteria**(As specified at 2.6.4).
- 262 Subsequently the Technical Proposal submission, for Bidder who meet the Minimum Qualification Criteria (-Shortlisted Applicant), shall be checked in accordance with the requirements of the RFQ-cum-RFP and only those Technical Proposals which are found satisfactory would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document.
- 263 Prior to evaluation of Proposals, BIS will determine whether each Proposal is meeting the requirements of the RFQ-cum-RFP at each evaluation stage as indicated below. BIS may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered acceptable only if it qualifies in each stage.

RFQ Stage

- (i) The Pre-Qualification Proposal is received in the form specified in this RFQ-cum-RFP,
- (ii) It is received by the Proposed Due Date including any extension thereof in terms hereof,
- (iii) It does not contain any condition or qualification, and
- (iv) It is not non-responsive in terms hereof.(Does not meet any criteria indicated in the tender).

RFP Stage Technical Proposal

- (i) The Technical Proposal is received in the form specified in this RFQ-cum-RFP,
- (ii) It is accompanied by the Earnest Money Deposit as specified in this RFQ-cum-RFP,
- (iii) It is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iv) It does not contain any condition or qualification, and
- (v) It is not non-responsive in terms hereof.(Does not meet any criteria indicated in the tender).

Financial Proposal

The Financial Proposal is received in the form specified in this RFQ cum RFP,

- (i) It is received by the Proposed Due Date including any extension thereof in terms hereof,
- (ii) It does not contain any condition or qualification, and
- (iii) It is not non-responsive in terms hereof.

BIS reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by BIS in respect of such Proposals. However, BIS reserves the right to seek clarifications or additional information from the applicant during the evaluation process. BIS will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

264 As part of the evaluation, the Pre-Qualification Proposals submitted [**in Form 3A**] should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfill the Minimum Qualification Criteria, the Technical Proposal [**in Form 3E**] of such an Applicant will not be opened and evaluated further. In such cases, the RFP details containing the Technical Proposal, Financial Proposal and Earnest Money Deposit will be not be opened after completion of evaluation of Pre-Qualification.

265 Minimum Qualification Criteria:

All Creative & Digital agencies having following qualifications are invited to participate in the RFP-cum-RFQ. Agencies who do not meet the Minimum Qualification Criteria will not be considered for Technical Evaluation of bid. The Agency must have the capacity to produce the following:

- (a) Various Communication collaterals capabilities
- (b) Website Design and portal development capabilities
- (c) Capabilities to create TVC, Radio Spots, Artworks for the Print, outdoor & web-banners of various sizes and other web/advertising properties.
- (d) Online & Offline media platform vision and media plans
- (e) Formulating and implementing all Digital media platform strategy,
- (f) Providing amplification of Digital communication & messaging through planning and execution of a Digital activity across both Paid Media and Non-Paid media.
- (g) Agency/ Bidder should have at least one Integrated communications tender & one website development tender in any sector with Government of India from March 2016
- (h) Agency/ Bidder should not be blacklisted by any Central / State Government / Public Sector Undertaking in India.
- (i) Documents as listed in 2.4.3

2.6.6 Technical Evaluation: The evaluation committee appointed by BIS will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. If required, BIS may seek specific clarifications from any or all Agency(ies) at this stage. BIS shall determine the Agency that qualifies for the next phase after reviewing the clarifications provided by the Agency(ies). Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

S.No.	Evaluation Criteria	Points	Document
A	Creative vision and strategy presented for BIS for Integrated Online & Offline campaigns.	20	Form 3F
B	5 points for show case of each tender : Integrated Communication Tender, Digital Publicity Tender & Website Development Tender	15	Form 3G
C	Proposed Website Design & Development Strategy	15	Form 3H
D	Proposed offline & online creatives	15	Form 3I
E	Innovative ideas and suggestions presented	15	Form 3J
F	Presentation on the overall strategy	20	Form 3K
	Total	100	

2.6.7 A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFQ - cum - RFP Document and the Terms of Reference.

2.6.8 Financial Evaluation: In this process, the financial proposal of the Digital Agency declared qualified shall be opened by indicating the date and time set for opening of its Financial Proposal. The information of this with date and time will be intimated through CPP Portal.

2.6.9 Selection Procedure:

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

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

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

Proposals will finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30.

- 2.6.10** The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be issued the work order (the —Successful Applicant)

2.7 Grant of Work Order

- 27.1 After selection, a Work Order will be issued, in duplicate, by BIS to the Successful Applicant and the Successful Applicant shall, within 7 (seven) working days of the receipt of the work order, sign and return the duplicate copy of the work order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, BIS may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by BIS on account of failure of the Successful Applicant to acknowledge the work order, and the next highest ranking Applicant may be considered.

- 27.2 **Performance Security:** Performance Security equivalent to 10 (ten) percent of the total cost of Financial Proposal shall be furnished from a any of the Commercial Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the work order. For the successful bidder the Performance Security will be retained by BIS until the completion of the assignment by the Applicant and be released 60 (Sixty) Days after the completion of the assignment.

2.8 Confidentiality

Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the Bidder who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been given the work order.

2.9 Fraud and corrupt practices

- 29.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ-cum-RFP, BIS will 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, BIS will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation

and damages payable to BIS for, inter alia, time, cost and effort of BIS, in regard to the RFQ - cum - RFP, including consideration and evaluation of such Applicant's Proposal.

- 292 Without prejudice to the rights of BIS under this clause, hereinabove and the rights and remedies which BIS may have under the work order or the Agreement, if an Applicant or Digital Agency, as the case may be, is found by BIS 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 work order or the execution of the Agreement, such Applicant or Digital Agency shall not be eligible to participate in any tender or RFQ-cum-RFP issued by BIS during a period of 2 (two) years from the date such Applicant or Digital Agency, as the case may be, is found by BIS 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.
- 293 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 2.9.3.1 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 BIS who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BIS, 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 work order 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 work order or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of BIS in relation to any matter concerning the Project;
- a) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - b) "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;
 - c) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by BIS 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
 - d) "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.

2.10 Pre-Bid Meeting

- 2101 Pre-Bid Meeting of the Applicants (Referred to in 2.10 as “Bidders”) will be convened off-line at the designated date, time and place. A maximum of two representatives of each Bidder will be allowed to participate on production of an authorization letter from the Bidder [Form3C].
- 2102 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the BIS. BIS will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.11 Miscellaneous

- 2111 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 2112 BIS, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
- 2.11.2.1 suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - 2.11.2.2 consult with any Applicant in order to receive clarification or further information;
 - 2.11.2.3 retain any information and/or evidence submitted to BIS by, on behalf of and/or in relation to any Applicant; and/or
 - 2.11.2.4 independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 2113 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases BIS, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 2114 All documents and other information provided by BIS or submitted by an Applicant to BIS shall remain or become the property of BIS. Bidder and the Digital Agency, as the case may be, are to treat all information as strictly confidential. BIS will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to BIS in relation to the assignment shall be the property of BIS.
- 2115 BIS reserves the right to make inquiries with any of the Bidder about their previous experience record.

2.12 Tentative schedule for selection process

BIS will endeavour to follow the following schedule:

Date of issue of RFQ-cum-RFP	01/08/2018
Last date for receiving queries/requests for clarifications	09/08/2018
Pre-Bid Meeting in Manak Bhawan, BIS, Bahadur Shah Zafar Marg, New Delhi - 110002	09/08/2018 at 11 00 h
Last date of submission of bids	23/08/2018 Up to 1700 hours
Opening of bids	24/08/2018 At 1500 hours
Presentation by bidders at BIS, Headquarter, New Delhi	31/08/2018 At 1100 h
Opening of Financial Bids at BIS, Headquarter, New Delhi	07/09/2018 At 11.00 h

2.13 Data Sheet

Reference	Description
Section 1, Point 3	The objective is to seek the services of a Digital Amplification & Website Development agency capable of developing and executing an overall strategic communications plan for wide dissemination/ outreach of BIS, its subordinate offices and initiatives taken from time to time.
Section 1, Point 4	The method of selection is Combined Quality cum Cost Based Selection (QCBS) using 70:30 weightage for quality and cost respectively.
2.1.1	The name of the Organisation: Bureau of Indian Standards
2.3.4 (v)	The proposal of the applicant shall be valid for 60 (sixty) days from the Proposal Due Date.
2.2	Clarification must be requested on or before 09/08/2018. Bidder shall share the MS Word or PDF file in soft copy of pre-bid queries at the time of requesting clarifications. The e-mail address for requesting clarification is : pr@bis.gov.in
2.2.2	Date & Time of pre bid meeting –09/08/2018 at 1100 a.m. at BIS, Bahadur Shah Zafar Marg., New Delhi- 110001
2.5	The last date for submission of Proposal is 23/08/2018 up to 1700 Hours (IST). The proposal shall be submitted only through CPPP. The address for submission of EMD/Bank Guarantee is Public Relations Department, Room No. 350, Manakalya, BIS, Bahadur Shah Zafar Marg., New Delhi 110001
2.5.3	Bidder must submit the bid through Central Public Procurement Portal only. No physical bid will be accepted. The bid must include the following: <ul style="list-style-type: none"> • EMD • Pre-Qualification proposal • Technical proposal • Financial proposal
2.4.9	The applicant to state cost in Indian Rupees (INR) only.

Section 3: Pre-Qualification and Technical Proposal – Standard Forms

Form 3A: Pre – Qualification Proposal Submission Form

Form 3B Self-certification of fulfilling minimum Qualification

Form 3C Format for Power of Attorney for Authorized representative

Form 3D Format of Bank Guarantee for Earnest Money Deposit

Form 3E Technical Proposal Submission

Form 3F Creative vision and strategy presented for BIS integrated Online & Offline campaign.

Form 3G Tender work order for Integrated Communications tender, Digital Publicity Tender & Website Development Tender

Form 3H Website development & Design plan

Form 3I Proposed offline & online creatives

Form 3J Innovative Ideas and Suggestions for campaign

Please note: The following form must be self-attested and printed with the submitting agency's letterhead

[Location, Date]

To
Director, Public Relations
Public Relations
Department, BIS,
Bahadur Shah Zafar Marg,
New Delhi-110001

RFQ – cum - RFP dated [date] for selection of an Integrated Communication Agency for [name of assignment]

Dear Sir,

With reference to your RFQ-cum-RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

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

Further:

1. We acknowledge that BIS will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of an Integrated Communication Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as an Integrated Communication Agency for the aforesaid Project.
3. We shall make available to BIS any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of BIS to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last one year, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any

assignment or contract terminated by any public authority for breach on our part.

6. We declare that:
 - a) We have examined and have no reservations to the RFQ –cum - RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFQ – cum -RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ – cum - RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with BIS or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select an Integrated Communication Agency, without incurring any liability to the Bidder.
8. We declare that we are not a member of any other Consortium/JV applying for the selection as an Integrated Communication Agency.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ-cum-RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/employees.

12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BIS in connection with the selection of an Integrated Communications Agency or in connection with the selection process itself in respect of the above mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFQ-cum-RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
14. We agree to keep this offer valid for 60 (sixty) days from the Proposal Due Date (PDD) specified in the RFQ-cum-RFP.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
16. The Technical and Financial Proposal is being submitted in a separate cover. This Pre-Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding onus.
17. We agree and undertake to abide by all the terms and conditions of the RFQ-cum-RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

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

Form 3B: Self-certification of Minimum Eligibility

Please note: The following form must be self-attested and printed with the submitting agency's letterhead

[Location, Date]

We here certify that our organisation M/S

_____ has the following capabilities* along with

the work orders of the projects undertaken as mentioned:

**If at any time it is found out that the Integrated Communication Agency did not have the capabilities as enumerated above, BIS may put the Integrated Communication Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit.*

Form 3C: Format for Power of Attorney for Authorized Representative

Please note: The following form must be notarised on the 100 Rupee Stamp paper

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the —Authorized Representative), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as an Integrated Communication Agency (Media Planning & Digital Amplification, Online & Offline Content Creation & Website Development) to be developed by BIS (the -Authority) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

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

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘yy’ format].

For [name and registered address of organization] [Signature] [Name]

[Designation] Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of Witness]Accepted

Signature] [Name] [Designation]

[Address] Notes:

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidder from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form 3D: Format of Bank Guarantee for Earnest Money Deposit

BG No.

Date:

1. In consideration of you, BIS, Government of India, New Delhi — 110 001 (hereinafter referred to as the —Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [**Name of company**], (hereinafter referred to as the —Bidder which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as an Integrated Communication Agency (Media Planning & Digital Amplification, Online & Offline Content Creation & Website Development) pursuant to the RFQ-cum-RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as —RFQ-cum-RFP Documents), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the —Bank), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ-cum-RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ-cum-RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the —Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ-cum-RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ-cum-RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ-cum-RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ-cum-RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest

or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFQ-cum-RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ-cum-RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 60 (sixty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ-cum-RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ-cum-RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ-cum-RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder

before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Form 3E: Technical Proposal Submission Form

Please note: The following form must be self-attested and printed with the submitting agency's letterhead

[Location, Date]

Director (PR)
Public Relations Department
Room No. 350, BIS,
Bahadur Shah Zafar Marg
New Delhi-110001

RFQ-cum-RFP dated [date] for selection for [name of assignment]

Sir,

With reference to your RFQ-cum-RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFQ-cum-RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ-cum-RFP.

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

Further:

1. We acknowledge that BIS will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Integrated Communication Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Integrated Communication Agency for the aforesaid Project.
3. We shall make available to BIS any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of BIS to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - a) We have examined and have no reservations to the RFQ-cum-RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFQ-cum-RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ-cum-RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with BIS or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select an Integrated Communications Agency, without incurring any liability to the Bidder.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ-cum-RFP.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any

decision taken by BIS in connection with the selection of an Integrated Communications Agency or in connection with the selection process itself in respect of the above mentioned Project.

12. We agree and understand that the proposal is subject to the provisions of the RFQ-cum-RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding onus.
14. We agree and undertake to abide by all the terms and conditions of the RFQ-cum-RFP Document.

Form 3F: Brand Vision and Strategy

Please note: The following form must be self-attested and printed with the submitting agency's letterhead

[Location, Date]

Applicant is to provide here:

- The proposed Creative vision for BIS and its services
- Strategy for the integrated Online & Offline campaign

Form 3G: Work orders for the tenders

Please note: The following form must be self-attested and printed with the submitting agency's letterhead

[Location, Date]

Applicant is to provide here the Tender work orders, completion certificate for Integrated Communications tender (Combined Online & Offline tender), Website Development Tender& digital publicity tender

List of Tender undertaken, Along with Word Orders& payment release proof.

Form 3H: Proposed Website Development & Design Plan for BIS

Please note: The following form must be self-attested and printed with the submitting agency's letterhead

Applicant to provide here the proposed website strategy and development plan with the following details:

- Concept for Website Design
- Development Strategy
- Detailed plan for Website Development

Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work. The Proposal should contain a Table of Contents as well as the below qualifications:

- Minimum of one govt tender experience designing, developing and implementing enterprise-level web applications.
- Knowledgeable in Web 2.0 functionalities and beyond.
- Experienced in SEO standards proficient in UI design.
- Please discuss your firm's project management process.
- Please discuss any hardware/software vendor partnerships used.
- Please discuss your testing and support plan.
- Please explain your service level agreement structure.
- Please disclose any relevant conflicts of interest and/or pending lawsuits.
- Include time frame for completion for evaluation. In addition, timeframes will be part of the contractual agreement; therefore, a realistic timeframe for completion is requested.

Form 3I: Proposed offline & online creatives for BIS

Please note: The following form must be self-attested and printed with the submitting agency's letterhead

- Applicant to provide here the proposed strategy to build the BIS brand & Designs along with one TVC (Television commercials) script and story board

Form 3J: Innovative ideas and suggestions

Please note: The following form must be self-attested and printed with the submitting agency's letterhead

[Location, Date]

Applicant is to provide here the details of the innovative ideas and suggestions (3-5 eye-catching ideas).

Section 4: Financial Proposal – Standard Forms

Form4A: Financial Proposal Submission

Form4B: Summary of Costs

Form 4A: Financial Proposal Submission Form

[Location, Date]

To
Director (PR) Public Relations Department
Bureau of Indian Standards
Room No - 350,
9, Bahadur Shah Zafar Marg
New Delhi-110001

Dear Sir,

Subject: Services for Integrated Communication Agency (Media Planning & Digital Amplification, Online & Offline Content Creation & Website Development)

We, the undersigned, offer to provide the services for Media Planning & Digital Amplification, & Offline Content Creation & Website Development in accordance with your Request for Qualification – cum - Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely —Prevention of Corruption Act 1988.

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:

Form 4B: Summary of Costs

Item (Year 1)	Cost (Annual) (in Rs.)
Development of Media Plan and Strategy	
Development of the Content mentioned in Section 5 of RFP	
Development of website (One-time cost)	
Maintenance of Website	
Digital Agency & Amplification Strategy implementation, analytics and Monitoring	
Total Cost	
Taxes as applicable	
Total cost of Financial	
Proposal (including of Taxes)	

Notes:

1. The assignment or engagement of the firm can be extended up to 2 years at the same terms and conditions renewable every year
2. Taxes as applicable shall be paid by BIS

For Financial Evaluation, the total fee for the period will be considered. This Fixed Annual Fee will cover costs/expenses of the Digital Amplification & Website Development Agency for undertaking work as detailed in the Scope of Work.

Break-up of costs for each of the items of work listed in the Scope of Work are to be submitted on a separate sheet of paper. This break-up of individual costs will **not** be considered for financial evaluation, it will be only used during the extension of the contract for the next 3 years.

Section 5: Terms of Reference

OBJECTIVE:

The main objectives of the assignment are designing and production of the required creative and publicity material and to provide a creative vision and strategy for taking forward the campaign to promote all the schemes & services under BIS.

The Agency shall integrate, plan, successfully implement and deliver and execute all promotional activities for BIS. The Agency shall identify major national events which have the potential for promoting the services offered by BIS and providing widespread visibility and reach for the BIS brand and will assist in formulating an effective plan to capitalize on such events.

The major sections covered under the scope of services are as follows;

1. Organisational Support:

- 1.1. Aid and assist BIS in day-to-day communication activities,
- 1.2. A key contact person will work directly with BIS, and
- 1.3. He/she will ensure that deliverables meet time and quality requirements

2. Branding Bureau of Indian Standards:

- 2.1. A road map for performance over a period of 12 months (Agreement period); and extension period of 24 months separately with each extension for 12 months
- 2.2. Support execution of a communication strategy for BIS, based on long-term and short-term objectives,
- 2.3. Develop branding tools such as a distinct logo, letter heads consistent with BIS's vision,
- 2.4. Develop visual consistencies, such as colour schemes, fonts and other templates to ensure uniformity through online and offline outreach material,
- 2.5. Develop outreach material including brochures, publications, websites, presentations, and other publicity materials, and
- 2.6. Proactively aid in identifying outreach/communication opportunities to brand BIS
- 2.7. Deliver with due quality assurance:
 - 2.7.1. Website/ Microsite/ New page Design (with device compatibility),
 - 2.7.2. Event management (as per requirements), and
 - 2.7.3. Creating audio-visual material for social/ broadcast media
- 2.8. Provide support for organizing/managing any events/ activities steered by Bureau of Indian Standards (including conferences/ seminars)
- 2.9. Agency will create the necessary creative(s), TVC, Radio Jingles, online and digital advertising, promotional materials, contests, BTL activities, etc. and implement the same with coordination with BIS's team.

2.10. Television Commercial (TVC)

TVC should be an idea driven campaign rather than celebrity driven.

2.10.1. 4 Television Commercials of 30 second duration, with 15 second / 20 second / 10 second edits for promoting the various services/ functions of BIS domestic markets. The TVCs to be produced would be of international quality. The contents of the TVCs would be entirely by fresh shoot. The TVCs would be produced on turnkey basis.

2.10.2. The Ad films will cover all the services/ functions that BIS performs in a way that it offers the viewers a high quality and understanding of BIS operations.

2.10.3. Master Production in Hindi and English parallel shot. Dubbing in at least 10 different languages.

2.10.4. The cost of Celebrity, if any, is not included in the scope. The agency will have to suggest Professional actors for the scope which are best suitable for the scope.

2.11. Radio

2.11.1. 6 radio spots for the domestic market, with duration of 20 second / 10 second edit for showcasing bouquet of BIS services in domestic channels, on various services that would be identified. Master production will be in Hindi & English. Dubbing in at least 10 different regional languages

3. Event Management:

3.1. The selected agency will be responsible for identifying & shortlisting media partners for promotion for approval from BIS.

3.2. Event Planning & providing professional inputs and support in planning of events to be decided by the agency in consultation with BIS. This would entail assistance and supervision of event, to ensure best of rates and negotiations directly from the media/event owner by the agency.

3.3. The agency will also be responsible for co-ordinating with the event partner, and will be developing promotional creative materials for such events/exhibitions such as short films, high resolution still photographs for digital consumption, brochures, etc.

4. Media Strategy and Direction

4.1. Execute campaigns/ events of BIS, both online and offline, and conduct a situation analysis by identifying target audiences,

4.2. Develop media strategies and plans for BIS campaigns, supported by media analyses and consumer insights,

- 4.3. Enhance followers/impressions/views on Facebook/Twitter/other platforms
- 4.4. Initiate BIS's presence on newer platforms and relevant channels
- 4.5. Ensure strategies are actionable with validated support and ideas that are aligned,
- 4.6. Identify strategic partners and liaise with different media platforms/professionals (online and offline), to widen dissemination of BIS's activities/ events/reports,
- 4.7. Develop key products, messages, communication plans, creative concepts and briefs for dissemination across social media platforms
- 4.8. Review, analyse and provide feedback on campaigns/ events, to determine if activities are having the desired outcome. Data Analytics reports for all parameters to be submitted every month.

5. Content Development & Management

Provide support for creating & amplify content of:

- 5.1. Blogs
- 5.2. Outreach Material for Digital Media
- 5.3. Publicity material for Campaigns/ events steered by BIS

Assist BIS in identifying communication opportunities (within and outside of the government) and help design a strategic communication amplifying policy for the organization.

- 5.4. Planning and Executing a Key Influencer Program on Digital platforms
- 5.5. The Agency will also assist in Social Media Management of BIS, if required.
- 5.6. The Digital Program will create and manage a Monitoring platform, which will be both predictive and reactive in approach.
- 5.7. The Influencer program will aim at engaging influencers on digital platforms in India (100 per month)
- 5.8. Designing and production of creative for the print, television, radio, online, outdoor and other media during the one year period, i.e. one year starting from the date of agreement as detailed below, on themes / subjects to be decided in consultation with BIS. The Print Creative would, at times, be required to be provided at very short notice.

6. Website Development & Management

Bureau of Indian Standards (BIS) is the national standards body of India. BIS already has a website which was first launched in 1989 and modified in 2013. Today, BIS has outgrown the functionality of the current site and would like an updated interactive robust site. BIS needs a single online platform that reflects its enhanced and evolved mission. This platform should showcase BIS's many capabilities, demonstrate its offerings to a diverse national audience and position.

The scope of this project is to create a new vibrant state of the art website that provides easy navigation for visitors and should be responsive portal across all devices. BIS wants to establish a design that uses brand color, images and content to enhance communication via the web. This web design must also provide uniform interface across platforms.

A similar look and feel throughout the site should be maintained and intuitive navigational aids and links should be consistently used throughout the site. A common framework and standardized style will enable users to easily navigate.

The BIS site should be quick to load. The page should make it easy and convenient for visitors to navigate, locate, and select information and services on the site. An intelligent intuitive search along with rapid Search Engine Optimization (SEO) should be incorporated.

Depending on the selected concept, provide home page, navigation pages, and individual content pages that allow visitors to move freely and without unnecessary graphics or other items that impede or slow down accessing information. These templates/cms should allow content and links to be easily updated, added, or replaced without disrupting the template.

Design standards will be incorporated into the website. Design should be flexible and render properly for different screen resolutions on the popular browsers (Internet Explorer, Microsoft Edge, Firefox, Safari and Chrome). The vendor will create a guide that details standards for use of fonts, colors, templates, graphics and photos as well as suggestions for how to handle site growth.

The vendor will create site side and custom graphics that help brand the site and identify individual sections of the site. This can be done with photos, color, and other techniques applicable to the web.

The selected vendor will work closely with the BIS to achieve the desired look and feel of a new site. The intended outcome of this collaboration will be a site that represents BIS as a National standards body of India.

Deliver relevant, high quality content, attractive use of media, appropriate amount of information, timely and current information, and consistent themes.

The various activity departments of BIS will provide content for the new site. BIS will maintain ownership of the website, its components, and content, and vendor will maintain the site in co-ordination with internal departments/activities. The site must include a technology solution (i.e. CMS, content management system) that allows the in house Deptt/activities to easily and cost effectively update content and modify site design after initial launch.

Although BIS has some specific requirements, we are also interested in vendor ideas for content, and more specifically, vendor approach in designing the style of the website. We encourage respondents to consider and propose alternative solutions and recommendations where ever there is some value addition.

6.1 DEVELOPMENT GUIDELINES:

The website designed by the successful vendor must meet the following criteria:

- Create an easy content management system that will permit any employee of BIS to instantly update website content to specific pages.
- Easy Updating – Once the site has been completed and accepted by BIS, the site will be maintained by vendor in co-ordination with BIS employees concerned.
- Be visually appealing – The new site must have an attractive mix of text and graphics.
- Common Theme – The website should promote brand consistency in font, color, etc.
- Photographs, fonts and layouts should be consistent throughout the site.
- Easy to Navigate – The site should be easy to navigate. Information should be grouped and presented in a logical manner.
- Provide necessary software and licenses to maintain the site internally or externally as decided by BIS.

- Provide search capabilities using key words or phrasing that will identify content from throughout the site.
- Capability to share documents with customers through a document management system.
- Capability to gather email, areas of interest and demographic information from visitors in a format that permits BIS to maintain a single database of users and email each according to their area of interest and profile.
- Provide training and all necessary support to permit easy use by selected BIS employees
- A more prominent call to action for calendar events and special promotions.
- Social networking sites to be present on Homepage.
- Cross browser accessibility (IE, Firefox, Chrome and all current browsers).
- Support transactions such as online forms and applications, etc.
- Implement a two way system allowing customers to communicate and request information.
- Integrate capabilities for hosting and streaming videos.
- Total compliance to guidelines as per GIGW (Guidelines for Indian Government Websites framed by MEITY)
- The vendor shall deploy the BIS website on NIC cloud or any other source as decided by BIS after getting it security audited by CERT-IN empanelled agency along with GIGW audit at no extra cost.

6.2 REQUIREMENTS:

Build and maintain the portal for BIS and its related websites in compliance to GIGW, including updating content and maintenance of the backend with an objective of collection of data and promotion of activities & Services and analysing the response to the interactive portal on factors identified by BIS.

Websites to be designed, developed and maintained are as follows:

www.bis.gov.in (Complete Scope as mentioned below) | www.manakonline.in (UI Design) | www.crsbis.in (UI Design) | BIS Intranet (UI Design)

BIS encourages creativity in the proposals submitted; however there are certain requirements for the website project. The proposal must account for the listed requirements and all other sections of this request.

6.3 Website Design and development

- Responsive build, bi-lingual and archival management
- Fast Loading Pages – The website must be designed with a balance of text and graphics.
- Fluid desktop design with mobile design and all device compatibility and should use the dimensions as per device being used
- For the designing of Website the guidelines as per GIGW of MEITY should be followed which will include feeds, listings, with xml forms, for dynamic integration
- The agency shall deploy the BIS portal on NIC cloud after security audit by CERT-IN empanelled agency along with GIGW audit
- Support over any defect/ bug fixing as required during BIS portal implementation.
- SiteMap + UI and Wireframe designing (Design templates to be provided basis suggested UI/Wireframe)
- To follow SEO Ready basic structure, with MVC (Model View Controller) framework to reduce the load on the front page

- Ability to integrate analytics tools - Facebook, Google, other third party as required
- Website backend to be a simple click and follow interface with mobile compatibility design
- Use canonical URLs and follow said guidelines to create a user friendly website which would be SEO and user friendly.
- Tracker required for the website with logs for user behaviour and traffic information
- Push notification to be inbuilt with scheduler options which should be compatible with all devices

6.4 Website Management

- Facilitate right solution for environment hosting.
- Ability to maintain concurrent user setup for upto 10,000 users
- Auto-Scaling (Automated increase/decrease of servers hosting web-portal as per demand)
- High Availability
- High Throughput and responsiveness
- Seamless video streaming through dedicated CDN (Content Delivery Network) Load Balancer
- Following are some of the services to be provided by hosting provider on regular basis:
 - Support for any production issues – On an ongoing basis
 - Regular back-ups of all related data
 - Regular application updates to web-portal
 - Support and optimization of underlying databases (there can be a combination of RDBMS and SQL Databases)

6.5 CMS setup

- Maintenance of the website on open source- PHP framework
- Multiple user access for various departments under BIS, allowing them to upload content relevant to their activities.
- Ability to upgrade to a new framework keeping the website dynamics in mind
- The CMS must be scalable and should support any custom requirement in future
- For all version of website (desktop, mobile, tablet - one image, stock update, content to be used) images to set themselves as per the required sizes for thumbnail, product listings, Guideline will be followed for main image as per resolution considered
- Adding functionality for updating bulk upload and web separately.
- Adding easy functionality for migration content along with their associated attribute values.
- Adding functionality for bulk download of members information.
- Adding functionality for blog / article posting with date times on that pages as per posts. Blog to keep a simple, responsive design, product listing on blog pages.
- Adding notification in system backend whenever new activity or request happen
- Banners should be compatible with desktop and mobile version, UI to be designed so that banners are visible and readable on all devices
- Adding functionality for URL encryption
- Adding functionality (predictive text) for cursor presence into search box while opening site to let the user know where he is typing
- Require a common panel where banners, creatives, etc. could be changed for all website version on different devices with banner scheduler as well
- Multiple level security, completely contained within the website infrastructure, and not reliant on the existing BIS network security or peer-to-peer connectivity.
- Easy content management for designated BIS employees to add, remove and update content using tools and templates that do not require extensive knowledge of web development languages or technical structure.

- Capability of the general website administration staff to:
 - Control size of individual web pages
 - Control size and types of images used within the site
 - Control publishing of links to other websites.
 - Report website maintenance activity and statistics on content type: updates, downloadable documents, web pages, calendars, and broken links.
 - Report number of visits to each page of the site.
- Email interfaces, not dependent on a specific email client.
- Capability to share documents with customers through a document management system.
- Social bookmarking popup generates after time spent on the site.
- The website will required to be built on open source platform (MVC frame work).
- Provide a staging site for development, training and signoff before “go live”
- Technical Support must be inclusive in the contract for maintenance and support that is not setup for the BIS employees to provide.
- Adequate training to maximize the use of the website is mandatory. Training shall include administrator and security level as well as a user level. Training will be provided at a minimum in an interactive Webinar format. On-site training would be ideal for administrators.
- Annual support and maintenance of the website would be determined by a maintenance contract and include services such as refreshing the design elements, updating of technology in the website design, engineering, Search Engine Optimization (SEO) and other elements associated with the website. BIS would like to have these elements included with this project beginning with the first day of “go live” for the website for one (1) year and, as an optional ongoing item and cost with the continuation of this support in one (1) year increments thereafter.
- All linked documents should be in Portable Document Format (PDF), or in a format to provide ease of viewing, printing, and downloading, and in alternate downloadable formats.
- Include links for visitors to download any browser documents, such as Acrobat Reader, that is necessary to view information on the site.
- Option for future development of blogs and/or newsgroups both restricted within a department’s portion of the website and made available generally while hosted by a specific department.
- Ability to use current interactive and social networking mediums such as Facebook, Twitter, and RSS feeds, as well as flexibility to add these types of features in the future.
- Respondent will provide availability of standard or custom programming to support audio, video and/or cinemograph integration. Information and pricing for this option should be described separately.

6.6 TRACKING (SUCH AS GOOGLE ANALYTICS)

Implementation of tracking software to produce user defined site log reports. We need a tool to help us better understand and measure web visitors’ behavior and improve website performance and availability. Including:

- Web traffic analysis
- Path analysis
- Visitor trends
- Page views
- Entry pages
- Top pages

- Exit pages
- Page – length of stay
- Technical analysis: browsers and platforms

7. Detailed Scope of Work:

S.No.	Description of Item	Indicative quantity for 1years		
1	Detailed Promotion and Media Strategy	12 months cost		
2	Creatives for Print (Quantity to be equally divided amongst each quarter across the year)			
	Newspaper Ads			
	Strip Ad -32.9 cm (w) x 6 cm(h)		2	
	Quarter Page Ad		8	
	Half Page Ad		6	
	Press Release (1-2 page)		60-80	
3	Creatives for Radio (Quantity to be equally divided amongst each quarter across the year)			
	Radio Spot (30 second)- BIS generic		2	
	Radio Spot (30 second)- Specific Topic		6	
	c. Adaptation of Radio Spot (10 Lang)		8 x10	
4	Creatives for TV (Quantity to be equally divided amongst each quarter across the year)			
	Television Commercial (30 seconds) in line of Reference Videos : https://www.youtube.com/watch?v=AYBVTeqKahk https://www.youtube.com/watch?v=MoE9XxXUatA https://www.youtube.com/watch?v=5-ahnFYzMp8	6		
	a. Adaptations of Videos for TV (15 seconds)	6		
	b. Corporate Film + Other Subjects (5- 10 mins) +	1+3		
	c. Adaptations of the films(point b) in 10 languages	4 x 10		
	d. Adaptation of Videos for TV (10 Lang)	4 x 10		

5	Creatives for Digital Films (Quantity to be equally divided amongst each quarter across the year)				
	Promotional Campaign Film – Interview led (2-6 mins duration)	12			
	Event & How to do video, etc (2-6 mins duration)	12			
	2D Animation Film (2-3 minute duration)	4			
6	Creatives for New Media				
	Social Media Creative b. Static	a. Text c. GIF	10/ Month		
	Facebook LIVE / Periscope / LIVE Twitter Chats/ Q & A/ Google Hangouts/ Webinars		20/ Yr		
	Blogs by influencers / thinkers / stakeholders		48/Yr		
	Organic Twitter trends		12 /yr		
	Influencer engagement		100 unique /month		
	Shutter Stock & Images Bazaar Subscription		Monthly		
	Internet Banner		60 banner / yr		
	Web Scroll		60 banner / yr		
	Blogs (3 blogs in a month of 800 words)		3/month		
	Mobile Ads			a. HTML5 Ads b. Static Ads	10 to 60 10 to 60
7	Creatives for Outdoor Media (OOH) (Quantity to be equally divided amongst each quarter across the year)				
	Campaigns		6/ yr		
	Adaptation of the master campaign Bus Panel, Shelter, Metro Panel/Raps/Train Panel/ Digital Signage		25 / Yr	Adaptation of Poster	24
8	Merchandise (Branding) (Quantity to be equally divided amongst each quarter across the year)				
	Creatives for Aspirational merchandise (over a period of 1 years) examples add		40-60		
	Updation of e-book		1/Yr		
	Booklet- (Coffee table/ Pocket Book/ Report)		1/Yr		

	Brochure- (4/6/8/10 Page)	10/10/4/4 per Yr		
9	Event Management (Quantity to be equally divided amongst each quarter across the year)	Covering upto 4 major events a yr		
	Exhibition Design			
	Backdrops			
	Counter & Kiosks			
	Portable Display Banner Stands	a. Rollups b. Banner Stands		
	Outdoor Display			
10	Website development & Design (As mentioned above. Website will be a one-time execution with regular monthly maintenance)			

Terms of Payment to the Selected Agency will be as given in Clause 3.5 of the work order.

Section 8: Standard Form of Work Order

STANDARD FORM OF WORK
ORDER FOR APPOINTMENT OF
INTEGRATED COMMUNICATIONS
MANAGEMENT & WEBSITE
DEVELOPMENT AGENCY for BIS

Between

[BIS]

&

[Name of Integrated Communication Agency]

[Date]

Form of Work Order

Work order to undertake [name of assignment]

_____, hereinafter referred to as the
—BIS which expression unless repugnant to context or meaning thereof shall include its successors,
affiliates and assigns) has:

- a) Requested the Integrated Communications Agency to provide certain services as defined in this work order (hereinafter called the —Services); and
- b) The Integrated Communications Agency, having represented to BIS that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE BIS hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this work order:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Cost Estimate

Appendix C: Copy of Bank Guarantee for Performance Security [in the format given in Annexure A]

2. The mutual rights and obligations of BIS and the Integrated Communications Agency shall be as set forth in the work order; in particular:
 - a) The Integrated Communications Agency shall carry out the Services in accordance with the provisions of the work order; and
 - b) BIS will make payments to the Integrated Communications Agency in accordance with the provisions of the work order.

3. Commencement, completion, modification and termination of work order

- 3.1.1 Effectiveness of work order: This Work order shall come into effect on the date the work

order is assented to by the Integrated Communications Agency or such other date as may be stated.

- 3.12 Commencement of Services: The Integrated Communications Agency shall commence the Services from any date notified by BIS.
- 3.13 Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
- 3.14 Modification: Modification of the terms and conditions of this work order, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.
- 3.15 Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- 3.15.1 No Breach of Work order: The failure of a party to fulfill any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
 - b) has informed the other party as soon as possible about the occurrence of such an event.
 - c) the dates of commencement and estimated cessation of such event of Force Majeure; and
 - d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Workorder.

3.152 Neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.

3.16 Extension of Time: Any period within which a Party shall, pursuant to this Work order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

3.17 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Integrated Communications Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

3.2 Termination

3.21 By BIS: BIS may terminate this Work order with a written notice of termination to the Integrated Communications Agency, to be given after the occurrence of any of the events specified in this clause:

- a) If the Agency does not remedy a failure in the performance of their obligations under the Work order, within a period of fifteen (15) days, after being notified or within such further period as BIS may have subsequently approved in writing;
- b) Within fifteen (15) days, if the Agency become insolvent or bankrupt;
- c) If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- d) Within fifteen (15) days, if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) Within seven (7) days, if the Agency submits to BIS a false statement which has a material effect on the rights, obligations or interests of BIS. If Digital Amplification, Social Media Management & Website Development Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to BIS;
- f) Within seven (7) days, if the Agency, in the judgment of BIS has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;
- g) BIS, in its sole discretion and for any reason whatsoever, decides to terminate this work order, it would do so with a notice of 30 days.

3.22 Payment upon termination: Upon termination of this Work order, BIS will make the following payments to the Agencies:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to

the effective date of termination;

- b) If the Work order is terminated pursuant to Clause 3.3.1a), b), d), e) or f), the Integrated Communications Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, BIS may consider making payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to BIS. Under such circumstances, upon termination, BIS may also impose liquidated damages as per the provisions of relevant clauses of this Work order. The Integrated Communications Agency will be required to pay any such liquidated damages to BIS within 30 days of termination date.

323 Disputes about Events of Termination: If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.3 Obligations of the Integrated Communications Agency

331 General: The Integrated Communications Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Integrated Communications Agency shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to BIS, and shall at all times support and safeguard BIS's legitimate interests in any dealings with Sub- Agencies or third parties.

332 Conflict of Interest:

3.3.2.1 Prohibition of Conflicting Activities: Neither the Integrated Communications Agency the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order; and
- b) After the termination of this work order, such other activities as may be specified.

333 **Confidentiality:** The Integrated Communications Agency, their Sub-Agencies, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or BIS's business or operations without the prior written consent of BIS.

334 Documents / Creatives Prepared by the Integrated Communications Agency to be the property of BIS: All designs, reports, other documents and software submitted by the Agency pursuant

to this work order shall become and remain the property of BIS, and the Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to BIS, together with a detailed inventory thereof. The Integrated Communications Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

- 335 **Liability of the Integrated Communications Agency:** Subject to additional provisions, if any, in this work order the Integrated Communications Agency's liability under this Work order shall be as provided by the Applicable Law.
- 336 **Professional Liability Insurance:** The Integrated Communications Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by the Integrated Communications Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the selected Agency hereunder or (ii) the proceeds, the Integrated Communications Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

3.4 Obligations of BIS

- 3.4.1 **Assistance and Exemptions:** BIS will use its best efforts to ensure to provide the Integrated Communications Agency with work permits and such other documents as necessary to enable the Integrated Communications Agency to perform the Services:
- 3.4.1.1 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

3.5 Payments to the Integrated Communications Agency

3.5.1 Advance payment will not be considered.

3.5.2 The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every month, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month, supporting documents and bills as well as technical certificate for completion of the assignment/activity for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month. The payments shall be linked to deliverables and shall be released after technical acceptance by BIS. Payments are to be made within 30 days after delivery subject to such technical acceptance.

3.5.3 The final payment, shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as per the

requirements detailed in the RFP Document, or communicated subsequently by BIS.

3.5.4 Taxes as applicable shall be paid by BIS

3.5.5 For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

3.5.6 **Currency:** The price is payable in local currency i.e. Indian Rupees.

3.5.7 **Payment for Additional Services:** For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.

3.6 Settlement of Disputes

3.6.1 **Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.

3.6.2 **Disputes Settlement:** Any dispute between the Parties as to matters arising out of and relating to this Work order that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

3.7 Responsibility for accuracy of project documents

3.7.1 General

3.7.1.1 The Integrated Communications Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify BIS against any inaccuracy in the work, which might surface during implementation of the project.

3.8 Liquidated damages

3.8.1.1 If the selected agency fails to complete the Assignment, within the period specified under the work order, or in case of underperformance and undue delays in performance by the agency, the Performance Guarantee is liable to be forfeited in full or part besides other action, including blacklisting of the agency, as may be deemed fit by BIS.

4. Miscellaneous

4.1 Assignment and Charges

4.1.1 The Work order shall not be assigned by the Digital Amplification & Website Development Agency save and except with prior consent in writing of BIS, which BIS will be entitled to decline without assigning any reason whatsoever.

4.1.2 BIS is entitled to assign any rights, interests and obligations under this Work order to third parties.

4.1.3 Indemnity:

4.131 The Integrated Communications Agency agrees to indemnify and hold harmless to the BIS from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defense or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the selected Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act by the Agency or the omission including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to BIS; (c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter). As soon as reasonably practicable after the receipt by BIS of a notice of the commencement of any action by a third party, BIS will notify the Integrated Communications Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Agency from any liability which it may have to BIS or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the indemnified matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which BIS may have at common law, in equity or otherwise.

4.132 The Integrated Communications Agency shall at all times indemnify and keep indemnified BIS against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

4.133 The Digital Amplification & Website Development Agency shall at all times indemnify and keep indemnified BIS against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Digital Amplification & Website Development Agency's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Digital Amplification & Website Development Agency.

4.134 The Integrated Communications Agency shall at all times indemnify and keep indemnified BIS against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the

Integrated Communications Agency, in respect of wages, salaries, remuneration, compensation or the like.

4.135 All claims regarding indemnity shall survive the termination or expiry of the Work Order.

4.1.4 **Notices:** Unless otherwise stated, notices to be given under the Work Order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

4.1.5 **Severability:** If for any reason whatever any provision of the Work order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

4.1.6 **Professional Liability Insurance:** The Integrated Communications Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by the Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to Agency hereunder or (ii) the proceeds, the Integrated Communications Agency may be entitled to receive from any insurance maintained by the Integrated Communications Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

4.1.7 Performance security

4.1.7.1 The Agency shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work order, provide to BIS a legal, valid and enforceable performance security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Agency of its obligations under this Work order, in the form set out in this work order, in an amount equal 10 (ten) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Work order

is extended, the Agency shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to **10 (ten) percent** of the total cost of Financial Proposal under this Assignment.

- 4.1.7.2 The Performance Security shall be obtained from any commercial Indian bank, in compliance with Applicable Laws (including, in case the Agency is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Agency is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work order and the other Members. }

The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If BIS shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the existing Performance Security, BIS shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Integrated Communications Agency its obligations under this Work order until such time as BIS shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, BIS will refund to the Agency the full amount of the bank guarantee, unless BIS has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Agency; provided that BIS will not be liable to pay any interest on such balance. BIS will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by BIS in accordance with the provisions hereof, be released by BIS within a period of 60 (Sixty) Days from the date of completion of the services.

- 5 BIS shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
- a) The agency becomes liable to pay penalty;
 - b) Occurrence of any of the events listed in Clause 3.2 of the Work Order;
 - c) Any material breach of the terms hereof; and/or
 - d) Without prejudice to paragraph above, the Agency fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order.

Annexure A: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:

Bank Guarantee:

Date: Dear

Sir,

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

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

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

BIS shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Integrated Communications Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. BIS shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against BIS and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between BIS and the Integrated Communications Agency any other course or remedy or security available to BIS. The Bank shall not be relieved of its obligations under these presents by any exercise by BIS of its liberty with reference to the matters aforesaid or

any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of BIS or any other indulgence shown by BIS or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that BIS at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Integrated Communications Agency and not withstanding any security or other guarantee that BIS may have in relation to the Integrated Communications Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder. This Guarantee shall not be affected by any change in the constitution or winding up of the Integrated Communications Agency /the Bank or any absorption, merger or amalgamation of the Integrated Communications Agency /the bank with any other Person.

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

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

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

The stamp papers of appropriate value shall be purchased in the name of bank which issues the - Bank Guarantee. The bank guarantee shall be issued either by a bank (any commercial bank) located in India located.

