

**Appointment of a Creative Agency for of “Brand India Campaign”
anchored by India Brand Equity Foundation (IBEF)**

Request for Proposal [RFP]

Date: 28th Sep 2021

India Brand Equity Foundation,
16th Floor, Dr Gopal Das Bhawan, 28, Barakhamba Road, New Delhi – 110001, INDIA

[Total Number of Pages: 30 including this page of the RFP]

Important Dates:

Pre Bid Meeting: 7th Oct 2021

Pre Bid Queries/Sharing Contact Info of attendees: 5th Oct 2021

Pre Bid Clarifications: 11th Oct 2021

RFP Submission: 21st Oct 2021

SECTION 1: INSTRUCTIONS TO CREATIVE AGENCY

1.1 Introduction

1.1.1 The India Brand Equity Foundation (IBEF) is a Trust established by Department of Commerce, Ministry of Commerce & Industry, Government of India. IBEF's primary objective is to promote and create international awareness of the *Made in India* label in markets overseas and to facilitate dissemination of knowledge of Indian products and services. Towards this objective, IBEF works closely with stakeholders across government and industry to promote *Brand India*.

1.1.2 IBEF intends to create and launch campaign to promote Brand India, which should become an overarching umbrella campaign for the country. The objective of the campaign is to create a positive perception of India - including its products and services in markets abroad as well as to project India as a destination for investment. The campaign needs to engage with domestic as well as global audiences.

1.1.3. IBEF proposes to appoint a Creative Agency for designing and production of the required creative and publicity materials and to provide a creative vision and strategy for executing the campaign for Brand India.

1.1.4. IBEF intends to make it a global campaign for Brand India. The Creative Agency needs to identify the possible positioning routes, tagline and strategic platforms for positioning Brand India as an overarching umbrella campaign and simultaneously, for specific sectors under the umbrella campaign for Brand India. The Creative agency will also work as consultant to IBEF for suggesting the list of countries, building a 360-degree media plan across multiple channels including print, outdoors, digital, electronic and social media.

1.1.5 As part of campaign, IBEF will also undertake production of publicity and promotional material on a regular basis, including brochures, ready reckoners, USBs, flip books, leaflets, posters, AV content, etc., which will be circulated and distributed to prospective buyers, exporters, industry and trade associations, other stakeholders in the industry, media, embassies and high commissions, etc., in India and overseas.

1.1.6. The Creative Agency would be appointed for a period of one year, with provision for extension on yearly basis, based on a review, for a maximum of three times and with the provision that IBEF may terminate the contract by giving two months' notice without specifying any specific reason.

1.1.7. Interested creative agencies will be invited to submit their proposals for the assignment, which must include the following, as detailed subsequently in this document:

- (i) A Technical Proposal, and
- (ii) A Financial Proposal

1.1.8. It may be noted that (i) the costs of preparing the proposal are not reimbursable, and (ii) IBEF is not bound to accept any of the proposals submitted with regards to this RFP.

1.1.9. The Creative Agency is required to provide professional, objective and impartial service and at all times hold IBEF's interests paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.

1.1.10. The agency has an obligation to disclose any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of IBEF, or that may be reasonably perceived as having such an effect. Failure to disclose such situations by the agency may lead to disqualification of the agency or termination of the contract.

1.1.11. The agency must observe the highest standards of ethics during the selection and execution of the contract. IBEF may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period of time, if at any time, it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

1.2 Minimum Eligibility Criteria (Refer Section 2-II-D-D1 - Format for Supporting's requirement/Annexures/Standard formats)

1.2.1. The Creative Agency must have been in operation for a minimum of 5 years as on the date of the issue of this RFP in campaign designing, designing/production of creatives/commercials for various media, including print, TV, radio, online, outdoor, social media, etc., as well as publicity material including brochures, posters, maps, calendars, AV content, etc.

1.2.2. The Creative Agency must have an Annual Revenue (Turnover) of INR 10 crore and above in three financial years of the last five financial years (2016-17, 2017-18, 2018-19, 2019-20, 2020-21).

- 1.2.3. The Creative Agency should have handled at least one creative account in any sector, with revenue of over INR 2 crore, in any one of the last three financial years (2018-19, 2019-20, 2020-21).
- 1.2.4. The Creative Agency should be able to provide a qualified, dedicated servicing and creative team, for undertaking the creative work and campaign of IBEF. The Creative Agency team would work closely with IBEF.
- 1.2.5 The creative agency should have office in Delhi NCR.
- 1.2.6 The creative agency must have handled campaign of at least one brand globally. (Globally means in a minimum of one country other than India).
- 1.2.7 The creative agency should have never been black-listed ever by any department of the Government of India, State governments, Public Sector Undertakings till the date of issue of this RFP.
- 1.2.8 Relevant certificates/documents in support of fulfilment of eligibility criteria must be submitted, otherwise financial bids will not be considered.

1.3 Scope of Work

- 1.3.1. Providing creative vision for the contract period to create a positive perception of India - including its products and services in markets abroad as well as to project India as a destination for investment. The campaign needs to engage with domestic as well as global audiences.
- 1.3.2. Formulating and implementing a creative strategy for the domestic as well as international markets. The creative agency is expected to submit a strategy for the Brand India Campaign along with the sectoral campaigns based on the creative and publicity material as enumerated in paras 1.3.3 & 1.3.4.
- 1.3.3. Designing and production of creatives for collaterals, print, television, radio, online, outdoor and other media during the contract period as detailed below, on themes/subjects to be decided in consultation with IBEF. The creatives would, at times, be required to be provided at very short notice. The break-up of the work to be undertaken during the contract period is indicated below:

Production of Creative Material

20 Creatives on themes that would be identified. These creatives would be adaptable for use in all media formats. The designed creatives should be adapted in upto 10 international languages.

20 Creative campaigns for the online media (international & domestic)

15 Television commercials of 60-second duration, with 30-second / 20 second / 10-second edits for promoting the products and services of the country in international markets.

The scope of work defined in this para is tentative and only given as a reference. The actual work may differ widely from the stipulated scope of work. The payments will be made only for the actual work done, subject to approval by IBEF, based on the latest DAVP rate cards.

- 1.3.4. Designing of advertorials and other publicity material, including brochures, maps, posters, calendars etc. during the contract period as detailed below, themes/subjects to be decided in consultation with IBEF. This would also entail supervision of printing of the publicity material by printing Agency identified by IBEF to ensure quality of production. The break-up of the work to be undertaken during the contract period is indicated below:

Designing of Publicity Material

20 posters on identified themes, with high quality, printable images.

10 brochures of 2-5 pages each, on identified themes/ subjects, in English and regional languages, with high quality, printable images in each brochure. Images will be paid for actual cost based on selection.

10 USBs containing customised publicity material.

10 Ready reckoner

10 Flip Book

The scope of work defined in this para is tentative and only given as a reference. The actual work may differ widely from the stipulated scope of work. The payments will be made only for the actual work done, subject to approval by IBEF, based on the latest DAVP rate cards.

- 1.3.5. For creative work relating to production of creative materials and designing of publicity materials as enumerated in paras 1.3.3. & 1.3.4. above, payment will be made on the basis of latest DAVP rate-cards. For any additional substantive work, not pertaining to items of work included in the Scope of Work, payment will be made on the basis of cost estimates to be submitted by the agency, with rate reasonability of the same to be decided by a Committee constituted for the purpose by IBEF.

1.3.6. Other related and miscellaneous work including:

- (i) Adaptation/replication of creatives produced for the print, television, outdoor, online, other media for use, as per the requirement of publications, channels, outdoor sites, websites and portals, etc.
- (ii) Translation of the international print/outdoor/online creatives, radio spots and TVCs subtitle into foreign languages as required. The TVCs would have sub-titles in the concerned foreign language. Translation of the domestic print/outdoor creatives into Hindi.
- (iii) Any other minor creative work that may be assigned by IBEF from time to time, including designing of creative promotional material for promotion of India as a brand during road shows, seminars, conferences, etc., and development of logos as may be required from time to time.
- (iv) Providing monthly strategic inputs for creative campaign of IBEF in international and domestic markets. Providing the feedback on the IBEF campaign on monthly basis.
- (v) Providing fortnightly feedback on best practices in marketing and promotion in countries across the world.
- (vi) Preparing and maintaining an inventory of television commercials, films, images and creatives for IBEF.

1.3.7 The payment with regards to any work mentioned in scope of work will be as described in the later sections of this RFP.

IMPORTANT:

1. The full copyright of all creative and publicity materials produced would rest with IBEF, for a period of 10 years from the date of campaign. This would include full copyright of images used in the creative and publicity materials for the period of 10 years.
2. The logo(s), punch line(s), tag lines(s), created for “Brand India” will be the property of IBEF in perpetuity.
3. All creative and publicity materials designed/produced will be of international quality.
4. The Agency will ensure submission of required creatives/publicity materials and any other work undertaken within the time frame that would be conveyed by IBEF for each work assigned.

1.4 Pre-Bid Meeting

1.4.1 A pre-bid meeting will be held on 7th Oct 2021 vide Virtual Conference the link for the meeting shall be shared on IBEF website. The agenda of meeting would be providing clarifications on any aspect pertaining to the RFP document. The agencies/Participants are

requested to email their concerns/questions in advance on the email id of the contact person latest by 5th Oct 2021. The maximum number of participants from a single agency should not be more than two persons. The agencies/participants who are interested in attending the pre-bid meeting shall have to confirm their attendance in advance by writing an email to the contact person for this RFP along with the following details: 1) Name of person, 2) Name of Agency, 3) Email id, 4) Mobile No. A change (if any) in the pre-bid meeting schedule will be notified on the IBEF website: www.ibef.org on the tender page.

1.4.2 Based on discussions held during the pre-bid meeting, amendments/clarifications in the RFP document will be hosted on the website of IBEF — www.ibef.org on the tender page by 16.00 pm, 11th Oct 2021. Please note that attending the pre-bid meeting is not mandatory for participating agencies. Also, the clarifications/amendments published on the website shall be valid for all purposes.

1.5 Preparation of Proposals

1.5.1 Agencies are required to submit a Technical Proposal and a Financial Proposal as specified below.

(a) Technical Proposal

1.5.2 Agencies are expected to provide the Technical Proposal as specified in the RFP document. Material deficiencies in providing the information requested, may result in rejection of a proposal.

1.5.3 The Technical Proposal shall contain the following documents, to be submitted in the standard formats given in Section 2 & 3 of this RFP document:

(i) Letter of Technical Proposal Submission.

(ii) The exact information on various eligibility criteria as mentioned in para 1.2 with supporting documents. Supporting documents/certificates towards fulfilling eligibility criteria must be submitted, otherwise Financial Bids will not be opened.

(iii) Profile and track record of agency, including strength and credentials of the agency network (details of global network, number of employees, details of the specialist partners/affiliates/associates, in-house facilities).

(iv) Case studies of large brands handled, with focus on integration and delivery of above and below the line activities.

(v) Details of award-winning campaigns handled, if any.

(vi) Brand India Campaign, being a global campaign, will require international inputs on a regular basis. The Creative Agency will enclose synopsis of few global campaigns managed by them along with sample creative(s) designed for global campaign.

(vii) Proposed brand vision for the Brand India campaign and details of the communication strategy, including any new and innovative ideas. A presentation will be made by shortlisted companies (post opening technical proposal) propounding the concept(s), logo(s), tagline(s) for overall campaign and one of sub sectors from amongst one of the following sectors- pharma, health, wellness, textiles, engineering, plantations (tea, coffee, spices), leather, gems and jewellery.

(viii) Details of the team proposed to be dedicatedly deployed to work with IBEF, with qualifications and experience of the team members.

(ix) Sample creative materials, as detailed below, to project India as “A reliable supplier of quality goods and services” in international markets:

- A set of four print creative (on any one sectors mentioned above)
- Concept and storyboard for a TV commercial of 30 seconds
- Design for brochure of 8 pages
- A plan for online campaign along with relevant sample materials

(x) Photo copy of PAN Card and latest income tax return.

(xi) Earnest Money Deposit (EMD)/bid security in an acceptable form such as Bank Guarantee or Demand Draft from a scheduled Bank for Rs. 1,00,000/- (Rupees One Lakh only) drawn in favour of CEO, IBEF. Proposals not accompanied by EMD/bid security shall be rejected as non-responsive. No interest shall be payable by IBEF on the sum deposited as EMD/bid security. The EMD/bid security of unsuccessful bidders would be returned within one month of issue of the work order/contract to the successful bidder. EMD/bid security will be returned to the successful agency on issue of work order and receipt of performance guarantee.

(xii) An undertaking on the letterhead of the Agency and signed by an authorized signatory, that the Agency will undertake the assignment, in accordance with the Scope of Work detailed in the RFP document and at the cost submitted by the Agency in the financial proposal (the cost is not to be indicated in the undertaking). The above undertaking submitted by the Agency would be binding on the Creative Agency.

1.5.4 The Technical Proposal shall not include any financial information.

(b) Financial Proposal

1.5.5 In preparing the Financial Proposal, agencies are expected to take into account the requirements and conditions outlined in the RFP document.

1.5.6 The Financial Proposal shall contain the following documents to be submitted in the standard formats given in Section 3 of this RFP Document; comprising interalia of

(i) Letter of Financial Proposal Submission

(ii) Fixed Studio Cost: - Annual Fee, from the date of issue of work order/contract, as given below:

A) Total:

Total fee of financial proposal – Total fee of financial Proposal (D) = A Rs. _____

(A consolidated cost for adaptation of creatives and replication of beta may be submitted. Studio cost would cover adaptation of print, outdoor and online creatives, replication of betas in desired formats, developing/editing of TVCs, radio-spots etc., adaption of creatives for overseas offices, adding supers, voice overs, taglines etc and Other related and miscellaneous work including detailed in para 1.3.6– lump sum total cost for all the work)

The scope of work defined in para 1.3.3 & 1.3.4 is only given as reference of probable quantum of work to be done in a year. **The actual indent of work shall vary and the payments will be made only for the actual work done, calculated considering the latest rate card issued by DAVP.**

1.5.7. GST as applicable in India will be paid as per actuals for the work incurred by the agency directly and the same are not required to be indicated in the financial bid.

1.5.8. The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by IBEF.

1.5.9. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

1.5.10. The total fee {D= A Refer 1.5.6} of quoted by the creative agency may be further extended for other years at the hike of maximum of 10% in costs per annum basis, provided the scope of work remains constant. In case the scope of work is modified, the IBEF committee may increase or decrease the cost proportionately, post mutual discussion with the agency.

1.6 Submission of Proposals

1.6.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to

correct errors made by the firm itself. Any such corrections must be authenticated by the persons or person who sign(s) the proposals.

1.6.2 An authorized representative of the firm should authenticate all pages of the Technical and Financial Proposals.

1.6.3 The Technical Proposal should be placed in a sealed envelope and super scribed “Technical Proposal” for Appointment of Creative Agency

Further, the Financial Proposal shall be placed in a sealed envelope and super scribed “Financial Proposal” for Appointment of Creative Agency

1.6.4. If the Financial Bid is not submitted in a separate sealed envelope duly super scribed as indicated above, this will constitute grounds for declaring the Bid non-responsive.

1.6.5 Both the sealed envelopes should be put into an outer envelope and sealed. The outer envelope shall be super-scribed “Technical & Financial Proposal for Appointment of Creative Agency” with the due date for submission. The Bottom Left corner of the outer cover should carry the full name, address, telephone numbers, mobile numbers, e-mail ID etc. of the agency submitting the Proposal.

1.6.6. The outer envelope containing the sealed Technical and Financial Proposals should be addressed to:

Ms. Parul Singh

Associate Director, IBEF (India Brand Equity Foundation),

16th Floor, Dr Gopal Das Bhawan, 28, Barakhamba Road, New Delhi – 110001, INDIA

1.6.7 The Proposal should be submitted on or before 1700 hrs. on 21 Oct 2021

1.6.8 No proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be returned un-opened.

1.6.9 The Contact Person appointed for this RFP:

Ms. Parul Singh

Associate Director, IBEF (India Brand Equity Foundation),

16th Floor, Dr Gopal Das Bhawan, 28, Barakhamba Road, New Delhi – 110001, INDIA

Email- parul.singh@ibef.org

www.ibef.org

1.7 Opening of Proposals and Selection Process

- 1.7.1. Technical Proposals received will be opened in the presence of authorized representatives of the Agency who have submitted proposals on a date /time to be specified by IBEF on the IBEF website www.ibef.org
- 1.7.2. The Technical Proposals will, in the first instance, be examined in IBEF to ascertain fulfilment of eligibility criteria and submission of required documents. Agency that fulfil the eligibility criteria and have submitted all required documents in their Technical Proposal would be invited to make presentations on their Technical Proposal (The date will be published on tender page of IBEF website). The presentation should be made by team members identified to work with IBEF.
- 1.7.3. The Technical Proposals, on which presentations will be made, will carry weightage of 70% and be evaluated by a Constituted Committee, on the basis of the following criteria:
- (i) Creative vision and strategy presented for IBEF's creative campaign. A presentation will be made by the creative agency propounding the concept/concepts, logo, logos, tagline, taglines for overall campaign and two of sub sectors from amongst one of the following sectors- Health, wellness, textiles, engineering, tea, coffee. (40 marks)
 - (ii) Sample creative material, as detailed below, to project India as "A reliable supplier of quality goods and services" in international markets and a preferred destination for investment: (20 marks)
 - A set of four print creative –(only for shortlisted sectors)
 - Concept and storyboard for a TV commercial of 30 seconds- (only for shortlisted sectors)
 - Design for brochure of 8 pages- (only for shortlisted sectors)
 - A plan for online campaign along with relevant sample materials
 - (iii) Profile and track record of the agency, including experience of the agency in the creative field, campaigns/brands handled, above/below the line activities undertaken (5 marks)
 - (iv) Award-winning campaigns handled, if any (10 marks)
 - (v) Creative output based on previous work in global campaign undertaken and sample creative material submitted with the Technical Proposal (10 marks)
 - (vi) Credentials of creative team identified to work with IBEF (5 marks)
 - (vii) Case studies of brands handled (10 marks)

1.7.4. The technical score of the agency $St = \text{Sum of \{(i) till (vii)\}}$

Agencies scoring 70% marks or more in the Technical Evaluation i.e. (70 or more out of 100) will be shortlisted for opening of financial bids.

1.7.5 The financial proposals will carry weightage of 30% and be evaluated by a Committee, on the basis of the following criteria:

A) Annual Cost: Rs. _____ (Total fee of financial Proposal (D) = A) as stipulated in 1.5.6

(A consolidated cost for adaptation of creatives and replication of beta may be submitted. Studio cost would cover adaptation of print, outdoor, online, creatives, replication of betas in desired formats, developing / editing of TVCs, radio-spots etc., adaption of creatives for overseas offices, adding supers, voice overs, tag lines etc and Other related and miscellaneous work including detailed in para 1.3.6 – lump sum total cost for all the work)

The scope of work defined in para 1.3.3 & 1.3.4 is only given as reference of probable quantum of work to be done in a year. **The actual indent of work shall vary and the payments will be made only for the actual work done, calculated considering the latest rate card issued by DAVP.**

1.7.6. Financial bids of shortlisted agencies will be opened in the presence of authorized representatives of the agencies on a date/time to be specified by IBEF. Financial evaluation, based on the total fee of financial proposal (D- refer – 1.7.5 - quoted by an agency, will carry a weightage of 30%. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The Financial scores of other proposals will be determined using the formula:

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

in which Sf is the financial score of agency under consideration, Fm is the lowest financial proposal, and F is the Financial proposal under consideration.

1.7.7. Selection of the agency will be based on the aggregate of the Technical and Financial Evaluation. The aggregate score will be adjudged as follows:

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

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

1.7.8. From the time the Technical Proposals are opened to the time the contract is awarded, if any agency wishes to contact IBEF on any matter related to its proposal, it should do so only in

writing. Any effort by an agency to influence IBEF in the proposal evaluation or contract award decisions may result in rejection of the proposal of the agency.

1.8 Terms of Payment to the Selected Agency

1.8.1 Advance payment will not be considered except in case of film shoot and still shoot an advance payment of 50% of total cost will be released as an advance amount. The balance 50% will be released as per normal payment cycle subject to work satisfaction.

1.8.2. 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 copies of the creative and publicity material designed / produced during the month, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month.

1.8.3. The payments will be made quarterly for the fixed component and other work only after completion of the required work for the quarter and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by IBEF.

1.8.4. GST as applicable in India will be paid as per actuals for such taxes/VAT paid by the agency directly and the same are not required to be indicated in the financial bid.

1.8.5 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.

1.9. Other Important Information

1.9.1 The ownership of all print/outdoor/on-line creative, TV commercials, radio jingles/spots and publicity materials produced/designed through the Creative Agency will at all-time rest with IBEF, and the agency/copywriter/ photographer/producer, etc. will have no proprietary or other rights in respect of the same, subject to full payment of that particular

work by IBEF. This would include full copyright for three years use of the images/photographs used in the creative and publicity material.

- 1.9.2. The Creative Agency will provide the creatives and publicity & promotional materials in standard international formats as would be required and conveyed by IBEF.
- 1.9.3. Raw Stock / unmixed versions/ unused footage & photographs of the TV commercials and creatives will be the property of IBEF and the same are required to be handed over to IBEF.
- 1.9.4. The Creative Agency will be responsible for copyright issues concerning usage of images, footages, text material, etc. obtained through various sources. IBEF will not be a party to any disputes arising out of copyright violation by the agency, provided IBEF does not violates any terms of the third party agreement..
- 1.9.5. The Creative Agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP Document. IBEF will assist the Agency in this regard, wherever possible.
- 1.9.6. The Creative Agency will at no time resort to plagiarism. IBEF will not be a party to any dispute arising on account of plagiarism resorted to by the agency.
- 1.9.7. The RFP is valid for a period of 6 months from the date of issue.
- 1.9.8. A formal contract will be signed up between the successful agency and IBEF.
- 1.9.9 The successful agency will execute a Performance Guarantee for 15% of the total of the annual fixed revenue of the contract in the form of Account Payee Demand Draft or a Bank Guarantee from a Commercial Bank in an acceptable form or in the form of a Fixed Deposit Receipt pledged to IBEF. The Performance Guarantee should remain valid for a period of 60 days beyond the completion of the period of contract. Incase of extension of contract period beyond two years the performance guarantee will remain valid for a period of 60 days beyond the completion of the extended date of contract.
 - (a) In case it is noticed that agency has been unable to deliver any work enumerated in the work order **in part** as enumerated under each item of work, penalty @ 10% would be imposed equivalent to the cost of that unit of work.

(b) In case it is noticed that agency has been unable to deliver one or two items of work as a **whole**, penalty @ 10% would be imposed equivalent to the cost of those items of work. In case agency has been unable to deliver three or more work orders as **whole**, as enumerated in the scope of work, the performance bank guarantee submitted by the agency shall be forfeited in full.

(d) If the delivery of any item(s) is delayed from the delivery schedule approved by the IBEF a penalty @ 1% of the total cost of that item, per week would be imposed.

(e) The IBEF reserves the right to deduct the penalty either from Performance Bank Guarantee or from pending bills submitted for the work already performed by the agency.

1.9.10. IBEF is however not bound to accept any tender or to assign any reason for non-acceptance. IBEF reserves its right to accept the tender either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.

1.9.11. IBEF reserves its right to summarily reject offer received from any agency on national security considerations, without any intimation to the bidder.

1.9.12. IBEF reserves the right to place an order for the full or part quantities under any items of work under scope of work and for a shorter duration.

1.9.13. Agency submitting proposals will not be permitted to alter or modify their bids at any time post submission to IBEF.

1.9.14. IBEF reserves its right not to accept bids from Agency resorting to unethical practices or on whom investigation/enquiry proceedings has been initiated.

1.9.15. Termination: IBEF can terminate the Contract at any time by giving two months written notice.

1.9.16. Force Majeure: Neither party will be liable in respect of failure to fulfil 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.

1.9.17. Arbitration: Venue of arbitration will be New Delhi and will be governed by provisions of The Arbitration & Reconciliation Act 1996, India. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

1.9.18. Jurisdiction: The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract.

SECTION 2: TECHNICAL PROPOSAL

I. TECHNICAL PROPOSAL SUBMISSION LETTER

[Location, Date]

From:

[Name of the Firm]

To:

India Brand Equity Foundation

Subject: Appointment of Creative Agency for BRAND INDIA CAMPAIGN, by IBEF

Sir / Madam,

We, the undersigned, offer to undertake the assignment of Creative Agency for IBEF, in accordance with your RFP Document dated [-----]. We hereby submit our Technical Proposal for the same.

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

Yours Sincerely,

Signature:

Name & Designation of the authorized Signatory:

Name of Firm:

Address:

II. FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

The proposal must be submitted section wise along with their section specific supporting document/Annexures given in Section D)

A. General Information

1. Name of Agency
2. Full Address
3. Contact Details
(Tel. No./Fax/E-mail)
4. Name of Contact Person
5. Email address

B. Eligibility Criteria

5. Number of years in operation as Creative Agency:
6. Annual Revenue (Turnover) from Creative Work in 2016-17:
Annual Revenue (Turnover) from Creative Work in 2017-18
Annual Revenue (Turnover) from Creative Work in 2018-19::
Annual Revenue (Turnover) from Creative Work in 2019-20:
Annual Revenue (Turnover) from Creative Work in 2020-21:
Total for 5 years:
7. (i) Creative Account(s) with revenue of over Rs. 2 crore handled by the agency
(ii) Actual revenue earned through the account
(iii) Year of handling the account:
8. Servicing and Creative Team identified to Work with IBEF:
 - (i) Name of Team Member
 - (ii) Designation
 - (iii) Work being handled
 - (iv) Qualifications
 - (a) Total experience
 - (b) Experience in the Agency
10. Number of offices with locations – (Supporting Documents)
 - (i) In India
 - (ii) Overseas

C. Profile & Track Record of Agency

9. Brief Profile of Agency (in one page)

10. Number of offices with locations

(i) In India

(ii) Overseas

11. Number of employees

(i) In India

(ii) Overseas

12. Details of Partners / Affiliates / Associates

(i) In India

(ii) Overseas

13. In-house facilities including different units / divisions within the Agency

14. Sources through which the Agency will access required international inputs for the creative campaigns of IBEF

15. Case Studies of large brands handled by the Agency, with focus on integration and delivery of above and below the line activities

16. Details of award winning campaigns handled, if any

(i) Campaign for which award was won

(ii) Name of Award

(iii) Country where Award was won

(iv) Year when the award was won

D. Documents to be submitted as enclosures/annexures (D1- Technical bid qualifying documents & D2- Main documents for technical proposal)

D1- Technical bid qualifying documents

1. Document(s) in support of number of years of experience as Creative Agency - (Annexure 1 – ROC-Incorporation certificate & MOA or AOA of the company)
2. Chartered Accountants Certificate, certifying: (Annexure 2 (a) & (b)- Sample certificate enclosed)
 - (a) Annual Revenue (Turnover) from Creative Work during three financial years out of the last five financial years (2016-17, 2017-18, 2018-19, 2019-20, 2020-2021).- (Annexure 2 (a)- Sample certificate enclosed)
 - (b) Creative Account(s) with revenue of over Rs.2 crore handled by the agency in any one of the last three financial years- (Annexure 2 (b)- Sample certificate enclosed)
3. A confirmation letter from the Creative Agency for handling a global account (one country minimum- Annexure 3- Sample certificate enclosed)
4. A confirmation letter from the Creative Agency for being able to provide the required Servicing and Creative Team. – (Annexure 4- Sample certificate enclosed)
5. The documents supporting presence of office in Delhi NCR. (Annexure- 5- Rent deed or Telephone bill or bank statement or electricity bill for each office individually)
6. Photo copy of PAN Card and latest income tax return (Annexure 6)
7. Earnest Money Deposit (EMD)/ Bid Security in an acceptable form such as Bank Guarantee or Demand Draft from a scheduled Bank for Rs. 1,00,000/- (Rupees One Lakh only) drawn in favour of the CEO, IBEF, IBEF New Delhi (Annexure 7)
8. A declaration that the creative agency has never been blacklisted ever by any department of Government of India, State governments or PSU's till the date of issue of this RFP. - (Annexure 8)

D2- Main documents for technical proposal

1. Proposed Brand Vision and details of Communication and PR strategy including any new and innovative ideas.
2. Sample creative material, as detailed below, to project India as “A reliable supplier of quality goods and services” in the international markets
 - A set of four print creatives
 - Concept and story board for a TV commercial of 30 seconds
 - Design for brochure of 8 pages Poster Design
 - A plan for online campaign along with relevant sample materials
3. Samples of Creative/Publicity material produced/designed by the Agency for other clients/brands.
4. Any other supporting documents / creative material that the Agency may like to submit, in support of their Technical Proposal.

SECTION 3: FINANCIAL PROPOSAL

I. FINANCIAL PROPOSAL SUBMISSION LETTER

[Location, Date]

From:

[Name of the Firm]

To:

India Brand Equity Foundation
16th Floor, Dr Gopal Das Bhawan
28, Barakhamba Road
New Delhi – 110001, INDIA

Subject: Appointment of Creative Agency for Brand India Campaign, by IBEF

Sir/Madam,

We, the undersigned, offer to undertake the assignment of Creative Agency for IBEF, in accordance with your RFP Document dated [-----] and our Technical Proposal. Our attached Financial Bid is mentioned below. This amount is exclusive of taxes, which will be claimed as applicable and as per actuals.

A) Total (Total Annual Amount, in words and figures]

: Rs. _____ (Total fee of financial Proposal (D) = A) as stipulated in 1.5.6

(A consolidated cost for adaptation of creatives and replication of beta may be submitted. Studio cost would cover adaptation of print, outdoor, online, creatives, replication of betas in desired formats, developing / editing of TVCs, radio-spots etc., adaption of creatives for overseas offices, adding supers, voice overs, tag lines etc and Other related and miscellaneous work including detailed in para 1.3.6– lump sum total cost for all the work)

The scope of work defined in para 1.3.3 & 1.3.4 is only given as reference of probable quantum of work to be done in a year. **The actual indent of work shall vary and the payments will be made only for the actual work done, calculated considering the latest rate card issued by DAVP.**

Authorised Signature Name: -----

Designation: -----

Name of Firm: -----

Our Financial Bid shall be binding upon us, up to completion of the period of the contract as specified in the Tender Document.

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

Yours Sincerely,

Signature:

Name & Title of the Authorised Signatory:

Name of Firm:

Address:

Section –3 (Standard Formats for Annexures)

Format for Annexure –2 (a)- Certificate of Chartered Accountant- Annual Revenue (Turnover) from Creative Work during three years of the last five financial years: 2016-17 2017-18, 2018-19, 2019-20, 2020-2021

[Location, Date]

From:

[Name of the Firm]

To:

India Brand Equity Foundation

16th Floor, Dr Gopal Das Bhawan

28, Barakhamba Road, New Delhi – 110001, INDIA

Subject :- Certificate of Chartered Accountant- for Annual Revenue (Turnover) for Creative Work during three years in the last five financial years: 2016-17, 2017-18, 2018-19, 2019-20, 2020-2021

Sir,

This has reference to the IBEF RFP datedfor Appointment of Creative Agency.

I..... here by certify that the Company/ firm is having the below mentioned turnovers for the respective financial years.

Financial Year- 1st April 2016- 31st March 2017 – Annual Revenue (Turnover) – INR

Financial Year- 1st April 2017- 31st March 2018 – Annual Revenue (Turnover) – INR

Financial Year- 1st April 2018- 31st March 2019 – Annual Revenue (Turnover) – INR

Financial Year-1st April 2019- 31st March 2020 – Annual Revenue (Turnover) - INR

Financial Year-1st April 2020- 31st March 2021 – Annual Revenue (Turnover) – INR

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, the security of agency may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Certifying Authority

Signature of Certifying Authority (with firm seal)

Name of Firm

Authorized Signatory

Date & Place:

Name of the Bidder:

Authorized Signatory _____

Name:

Seal:

Date:

Place:

Format for Annexure –2 (b)- Certificate of Chartered Accountant- to certify Creative Account(s) with revenue of over Rs. 2 Cr handled by the agency in any one of the last three financial years (2018-19, 2019-20, 2020-2021)

[Location, Date]

From:

[Name of the Firm]

To:

India Brand Equity Foundation

16th Floor, Dr Gopal Das Bhawan

28, Barakhamba Road, New Delhi – 110001, INDIA

Subject:- Certificate of Chartered Accountant- to certify Creative Account(s) with revenue of over Rs. 2 Cr. handled by the agency in any one of the last three financial years

Sir,

This has reference to the IBEF RFP datedfor Appointment of Creative Agency.....

I..... here by certify that the Company/ firm has the financial transactions of more than INR 2 Cr from the clientin the financial year.....

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, the security of agency may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Certifying Authority

Signature of Certifying Authority (with firm seal)

Name of Firm

Authorized Signatory _____

Date:

Place:

Name of the Bidder:

Authorized Signatory _____

Name:

Seal:

Date:

Place:

Format of certificate from Creative Agency for handling a global account (one country minimum- Annexure 3- Sample certificate enclosed)

Location, Date]

From:

[Name of the Firm]

To:

India Brand Equity Foundation

16th Floor, Dr Gopal Das Bhawan

28, Barakhamba Road

New Delhi – 110001

INDIA

Subject: - Certificate from_Creative Agency to confirm that they have handled global account ofclient name.....in .more than one country.

Sir,

This has reference to the IBEF RFP datedfor Appointment of Creative Agency.....

In this context, I, as an authorized representative of company, certify that we have handled global campaign forin more than 1 country.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder:

Authorized Signatory _____

Name:

Seal:

Date:

Place:

Format for Annexure 4- Certificate for Providing Qualified team

[Location, Date]

From:

[Name of the Firm]

To:

India Brand Equity Foundation

16th Floor, Dr Gopal Das Bhawan

28, Barakhamba Road, New Delhi – 110001, INDIA.

Subject :- Certificate for providing qualified team.

Sir,

This has reference to the IBEF RFP datedfor Appointment of Creative Agency.....

In this context, I, as an authorized representative of company, certify that we shall be able to provide a qualified servicing and creative team for undertaking the creative work and campaigns of the IBEF. The creative team would work closely with the IBEF

Thanking you,

Name of the Bidder:

Authorized Signatory _____

Name:

Seal:

Date: Place:

Format for Annexure 5- Declaration of ineligibility for corrupt or fraudulent practices

[Location, Date]

From:

[Name of the Firm]

To:

India Brand Equity Foundation

16th Floor, Dr Gopal Das Bhawan

28, Barakhamba Road, New Delhi – 110001, INDIA

Subject: - Declaration of ineligibility for corrupt or fraudulent practices.

Sir,

This has reference to the IBEF RFP datedfor Appointment of Creative Agency.....

In this context, I as an authorized representative of company, declare that presently Company/ firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder:

Authorized Signatory _____

Name:

Seal:

Date & Place