

**REQUEST FOR QUALIFICATION CUM
REQUEST FOR PROPOSAL**

APPOINTMENT OF AGENCY

For

Online Campaign for Indian Plantations

India Brand Equity Foundation (IBEF)

And

Department of Commerce

Ministry of Commerce & Industry

Government of India

September 10, 2016

NOTICE INVITING REQUEST FOR QUALIFICATION – CUM - REQUEST FOR PROPOSAL

India Brand Equity Foundation

REQUEST FOR QUALIFICATION (RFQ) CUM REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCY for India Brand Equity Foundation on behalf of Department of Commerce, Ministry of Commerce and Industry.

India Brand Equity Foundation, (henceforth also used as IBEF) on behalf of the Department of Commerce, Ministry of Commerce and Industry, Government of India, invites proposals from interested Advertising Agencies/Digital Marketing Agencies/Social Media and Web-Based Marketing Agencies for undertaking a Comprehensive Digital and Social Media Campaign **for promotion of Indian tea, coffee and spices in the Indian and 15 designated markets (refer to Annexure II) for a period of six months** on a turnkey basis.

The primary objective of this campaign is to reach out to global and domestic audiences, media, buyers, consumers, traders, importers, investors & institutions to heighten awareness about the products (tea, coffee and spices of India), the varieties and weave a story line that catches the imagination of people regarding the uniqueness of these Indian products. The medium envisaged is to use the online platform to engage the consumers through a variety of means such as use of graphic interactive designs, use of interactive maps leading to more intensified level of curiosity and providing layered information depending on the curiosity level, use of online engagement activities such as quiz and gift hampers to keep the users attracted to the social media campaign, use of info graphics, short time lapse videos etc. These are some of the indicative concepts for such engagements.

Interested applicants are requested to submit their responses to the “RFQ-cum-RFP” by **3rd October, 2016 at 5:00 pm.**

The submissions must be addressed to:

**The CEO
India Brand Equity Foundation
20th Floor, Jawahar Vyapar Bhawan
Tolstoy Marg, New Delhi - 110001**

Disclaimer

1. This RFQ-cum-RFP document is neither an agreement nor an offer by India Brand Equity Foundation or Ministry of Commerce and Industry, Government of India to the prospective Applicants 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. India Brand Equity Foundation 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 IBEF to consider particular needs of each party who reads or uses this RFQ-cum-RFP document. This RFQ-cum-RFP includes statements which reflect various assumptions and assessments arrived at by IBEF 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 analyses 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. IBEF 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 IBEF or their employees, any Agency or otherwise arising in any way from the selection process for the Assignment. IBEF 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 contained in this RFQ-cum-RFP.
4. IBEF will not be responsible for any delay in receiving the proposals. The issue of this RFQ-cum-RFP does not imply that IBEF is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and IBEF reserves the right to accept/reject any or all of proposals submitted in response to this RFQ-cum-RFP document at any stage without assigning any reasons whatsoever. IBEF also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the 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. IBEF accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IBEF 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 document will be made available on the website www.ibef.org.

7. The campaign has to be launched officially on a date to be finalized say November 1, 2016 and the agency will have to run the campaign for a period of six months initially. The decision on further extension of the agreement shall rest with IBEF.

Section 1. Letter of Invitation

1. Introduction

The objective of this RFQ cum RFP is to solicit proposals from the interested bidders for participation in a bid process for selection of Agency for undertaking Comprehensive Digital and Social Media Campaign for promotion of Indian tea, coffee and spices in the Indian as well as 15 global markets (Annexure II) for a period of six months.

2. Objectives

Marketing through digital space and social media is an important, effective and economical mode of promotion and publicity of various products and services online. The campaign is intended to portray the strengths of and opportunities of Indian tea, coffee and spices in the global and domestic market, highlight the uniqueness of some of the Indian products like Darjeeling, Assam and Nilgiri etc., Indian coffee (regional and specialty coffees) and various Indian spices and use graphic interactive designs to capture the consumers' imagination.

In view of the above, the following objectives are envisaged:

- (1) **Unique Positioning Platform:** Indian tea, coffee and spices should be positioned in the domestic and designated global markets in an innovative and unique way to enhance knowledge formation, adoption, trials and thereafter repeat trial and earning loyalty.
- (2) **Creating a defined mind space:** Through digital promotion, we should find ways to occupy the consumer mind space and create a preference for Indian tea, coffee and spices vis-a-vis products from other countries. Building a story line around the uniqueness of these Indian products would be part of this exercise and ensuring a social media campaign in short bursts would be desirable.
- (3) **Global Network Capabilities:** The agency should be able to utilise global offices/network for running a social media promotion for Indian tea, coffee and spices through an innovative, creative and cost effective marketing campaign.
- (4) The agency will also be responsible for developing creative material – banners, graphical presentation, jQueries, infographics, powerpoint presentations, animated images (in .gif format) etc. for the campaign for digital media, with inputs from the three Boards and IBEF.

3. The Agency will be selected as per Combined Quality cum Cost Based System (CQCCBS) with 70 per cent weightage to quality and 30 percent weightage to cost.

The RFQ-cum-RFP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Applicants

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 on the website of IBEF. The official website for accessing the information related to this RFQ-cum-RFP is: www.ibef.org

Regards,

CEO
India Brand Equity Foundation
20th Floor, Jawahar Vyapar Bhawan
Tolstoy Marg
New Delhi –110 001

Section 2. Instructions to Applicants

2.1 Introduction

2.1.1 IBEF will select an organisation in accordance with the method of selection specified in the Data Sheet. Applicants are advised that the selection of the Agency shall be on the basis of an evaluation by IBEF through the selection process specified in this RFQ-cum-RFP (the “Selection Process”). Applicants 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 IBEF’s decisions are final without any right of appeal whatsoever.

2.1.2 The Applicants 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 Proposal will form the basis for grant of work order to the selected agency. The selected agency shall carry out the assignment in accordance with the Terms of Reference of this RFQ-cum-RFP (the “TOR”).

2.1.3 The Applicant shall submit the Proposal in the form and manner specified in this RFQ-cum-RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.

2.1.4 Applicants 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 IBEF or any other costs incurred in connection with or relating to its Proposal. IBEF is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to grant of work order, without thereby incurring any liability to the Applicants.

2.1.5 IBEF requires that the Applicant hold IBEF’s interests’ paramount, avoid conflicts with other assignments or its own interests, and acts 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 IBEF and the Project. Conflict of interest(s), if any have to be declared by the Agency.

2.1.6 It is IBEF’s policy to require that the Applicants observe the highest standard of ethics during the selection process and execution of work/assignment. In pursuance of this policy, IBEF:

- (i) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in completing 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 Arbitration: 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 ninety (90) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be settled by CEO, IBEF. In case of persistence of dispute, both parties would refer the issue to the Additional Secretary, (Plantations), Department of Commerce whose decision shall be final.

2.1.8 The Applicant shall submit his proposal in four covers containing details of EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal in hard copies to the CEO, IBEF within the designated date and time.

2.1.9 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 Applicants who meet the Pre- Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. The Financial Proposals of all technically qualified Applicants will be opened and evaluated by the Tender Evaluation Committee.

2.1.10 Number of Proposals: No Applicant shall submit more than one Application.

2.1.11 Right to reject any or all Proposals:

(i) Notwithstanding anything contained in this RFQ-cum-RFP, IBEF 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, IBEF 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 IBEF, the supplemental information sought by IBEF 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 IBEF reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of IBEF, including annulment of the Selection Process.

2.1.12 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 IBEF;

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 IBEF;

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) IBEF and/ or its advisors/ consultants 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 IBEF and/or its consultant.

(iii) The proposal of the applicant shall be valid for 120 (one hundred and twenty) days from the Proposal Due Date.

2.1.13. Consortia/JVs are allowed to apply to this tender. However the lead applicant should be identified and the constituents must not have overlapping or similar work domain.

2.2 Clarification and amendment of RFQ-cum-RFP documents

Applicants may seek clarification on this RFQ-cum-RFP document before September 16, 2016. Any request for clarification must be sent by standard electronic means (PDF and word file) to the IBEF's office addressed to:

CEO

India Brand Equity Foundation

20th Floor, Jawahar Vyapar Bhawan

Tolstoy Marg

New Delhi –110 001

E-mail: info.brandindia@ibef.org (while mailing, please mention Subject: RFP for Plantations Campaign for IBEF)

IBEF will endeavor to respond to the queries on or before September 23, 2016 or before proposal submission date. IBEF will post the replies to all such queries on its official website www.ibef.org.

2.2.1 At any time before the submission of Proposals, IBEF 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 on IBEF's official website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, IBEF may at its discretion extend the Proposal Due Date.

2.2.2 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Applicants willing to attend the pre-bid should inform IBEF beforehand in writing and email. The maximum no. 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 be accompanied with an authority letter duly signed by the authorized signatory of his/her organization (In Form 3D).

2.3 Earnest Money Deposit

2.3.1 An Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian bank in favour of CEO, IBEF, payable at New Delhi amounting to **INR 500,000/- (five lakh rupees)** shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of Form 3E.

2.3.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as “EMD– [name of assignment]” Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.

2.3.3 IBEF will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants 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 IBEF. 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.

2.3.4 IBEF will be entitled to forfeit and appropriate the Earnest Money Deposit without prejudice to IBEF’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 by the Applicant 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
- (iv) If the Applicant commits any breach of terms of this RFQ-cum-RFP or is found to have made a false representation to IBEF.

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.

For the successful bidder the Performance Security shall be retained by IBEF until the completion of the assignment by the Applicant and be released 60 (sixty) days after the completion of the assignment.

2.3.5 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.

2.3.6 An Applicant should have, during the last 2 (two) years, 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.

2.4 Preparation of proposal

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

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

2.4.3 The technical proposal should provide the relevant documents along with photocopy of PAN Card and latest income-tax return. No information related to financial proposal should be provided in the technical proposal.

2.4.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, IBEF 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.

2.4.5 The Proposals must be 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) the CEO or MD or CFO or by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a Corporation

2.4.6 Applicants 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 IBEF, 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. Applicants 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, IBEF reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

2.4.7 Financial proposal: While preparing the financial proposal, Applicants 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 exclusive of applicable taxes with the Assignment. It is clarified that all taxes on input and input services need to be borne by the applicant and only the indirect taxes on final turnover such as service tax need to be excluded. All the costs associated with the Assignment shall be included in the Financial Proposal including unit costs wherever indicated in the scope of work mentioned under Section 5, 'terms of reference'. 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.

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

2.4.9 Applicants shall express the price of their services in Indian rupees only.

2.5 **Submission, receipt and opening of proposals**

2.5.1 The applicant is required to submit four envelopes:

- a) Earnest money deposit of Rs 5 lakh (labelled: EMD for Plantations Campaign by IBEF)
- b) Pre-qualification (labelled: Pre-qualification proposal for Plantations Campaign by IBEF)
- c) Technical Proposal (labelled: Technical proposal for Plantations Campaign by IBEF)
- d) Financial proposal (labelled: Financial proposal for Plantations Campaign by IBEF)

The proposal so submitted must be signed by authorized signatory with company seal, which signifies the applicants' acceptance of all the terms and conditions stipulated in the document

2.5.2 No proposal shall be accepted after the closing time for submission of Proposals.

2.5.3 After the deadline for submission of proposals, Earnest Money Deposit detail and the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The envelopes containing the Technical and Financial Proposals shall remain sealed.

2.5.4 After the Proposal submission until the grant of the work order, if any Applicant wishes to contact IBEF 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 IBEF 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**

2.6.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical

Proposal submission, for Applicants who meet the Minimum Qualification Criteria (“Shortlisted Applicant”), shall be checked for responsiveness in accordance with the requirements of the RFQ-cum-RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document.

2.6.2 Prior to evaluation of Proposals, the IBEF will determine whether each Proposal is responsive to the requirements of the RFQ-cum-RFP at each evaluation stage as indicated below. The IBEF may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

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
- (v) It is accompanied by the Earnest Money Deposit as specified in this RFQ-cum-RFP.
- (vi) It is not non-responsive in terms hereof

RFP Stage

Technical Proposal

- (i) the Technical 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.

Financial Proposal

- (i) The Financial 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.

The IBEF reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the IBEF in respect of such Proposals. However, IBEF reserves the right to seek clarifications or additional information from the applicant

during the evaluation process. The IBEF will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

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

2.6.4 Minimum Qualification Criteria

The invitation for bids is open to all entities registered in India who fulfill prequalification criteria as specified below (to be submitted in the envelope for pre-qualification):

Pre-qualification criteria	Documents
Acceptance of terms and conditions of the RFP as specified by IBEF	Pre-qualification form to be submitted duly filled by the Agency (Form 3A)
The applicant should be an Indian company registered to take up tendered items of work	Registration certificate
The applicant must have been in operation for the past 2 (two) years as on 31st March, 2016 in creative/advertising/ online marketing/social media services	Self-certification (Form 3B)
The company should have combined turnover of Rs 2 crore for last two years	Copy of Auditor/CA certified Annual Turnover Certificate for the last 2 financial years. (Form 3C) and /or copy of published Annual Report
Agency should not have been blacklisted by any government department/enterprise	Self-certification

Please Note: the online campaign should not include medium likes TV, Radio etc.

2.6.5 Technical Evaluation: The evaluation committee (“Evaluation Committee”) appointed by the IBEF will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. If required, the IBEF may seek specific clarifications from any or all bidders at this stage. The IBEF shall determine the Agency that qualifies for the next phase after reviewing the clarifications provided by the Agencies.

2.6.6 The technical score (St) will be done in the following format (individual break up of each point s given in brackets):

S No	CRITERIA	POINTS	DOCUMENT
A	<ul style="list-style-type: none"> Vision and strategy presented for online campaign including social media (15) Content strategy for the campaign, thematic content and messaging and sample hashtags with a focus on viral marketing (5) Innovative ideas presented for user engagement on social media (15) 	35	3G
C	Creative output based on previous work undertaken and sample creative material submitted with the Technical Proposal: <ol style="list-style-type: none"> Sample creative material of two previous campaigns such as banners, graphical messaging, infographics and creative material for engagement activities on social media (5) Proposed sample creative material for online campaigns for tea, coffee and spices (1 each for the three sectors) and engagement activities on social media (10) 	15	3I
E	Profile and track record of the agency <ul style="list-style-type: none"> Client References (at least 2) (5) Brief profile of the agency including number of years of experience, presence in national and international markets (5) Major online/ social media campaigns handled. Details of a minimum of two such campaigns must be provided (5) 	15	3H
F	Credentials of proposed team for the project (5) Credentials of the resource person proposed to be working at IBEF for the campaign (5)	10	3J
G	<ul style="list-style-type: none"> Target Reach – Agency needs to submit a matrix on the targeted reach through various online mediums and social media platforms. (10) Identification of key success metrics and concept of evaluation.(5) 	15	3K
I	Strategy for online reputation management (ORM) and response management with specific input parameters & tools deployed for tracking and monitoring	10	3L
	TOTAL	100	

The minimum technical score required to qualify in the technical evaluation is 60 Points out of 100. 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 or if it fails to achieve the minimum technical score. The IBEF will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals, which will remain unopened.

2.6.7 The proposal(s) of the Agency(ies) who have cleared the minimum qualification score shall be ranked on the basis of technical score (St) and their financial proposal(s) will be opened.

2.6.8 Financial Evaluation: In this process, the financial proposals of the Agencies declared technically qualified shall be opened by indicating the date and time set for opening of its Financial Proposal. The information of this date and time may be sent by registered letter, facsimile or E-mail.

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 (exclusive of applicable taxes). Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfill its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant.

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 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

2.7.1 After selection, a Work Order will be issued, in duplicate, by the IBEF to the Successful Applicant and the Successful Applicant shall, within 7 (seven) 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, the IBEF 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 the IBEF on account of failure of the Successful Applicant to acknowledge the work order, and the next highest ranking Applicant may be considered.

2.7.2 The Successful Applicant would have to provide a Monthly Work Plan for the duration of six months to IBEF, within 15 days after receipt of the Work Order.

2.7.3 Performance Security: Performance Security equivalent to 10 (ten) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled 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 IBEF until the completion of the assignment by the Applicant and be released 90 (ninety) 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 applicants 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

2.9.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ-cum-RFP, the IBEF 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, the IBEF 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 the IBEF for, inter alia, time, cost and effort of the IBEF, in regard to the RFQ-cum-RFP, including consideration and evaluation of such Applicant’s Proposal.

2.9.2 Without prejudice to the rights of the IBEF under this Clause, hereinabove and the rights and remedies which the IBEF may have under the WORK ORDER or the Agreement, if an Applicant or Agency, as the case may be, is found by the IBEF 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 Agency shall not be eligible to participate in any tender or RFQ-cum-RFP issued by the IBEF during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the IBEF 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.

2.9.3 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 the IBEF 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 the IBEF, 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 consultant/adviser of the IBEF 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 the IBEF 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

2.10.1 Pre-Bid Meeting of the Applicants will be convened off-line at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant [In Form 3D].

2.10.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the IBEF. The IBEF 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. Only clarifications published on the IBEF website are valid with respect to this RFP.

2.11 Miscellaneous

2.11.1 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.

2.11.2 The IBEF, 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 the IBEF 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.

2.11.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the IBEF, 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.

2.11.4 All documents and other information such as content, messaging, taglines, quotes, blogs contributed by influencers and bloggers community, creative material, strategic inputs, innovative ideas for social media engagement etc. provided by IBEF or submitted by an Applicant to IBEF shall remain or become the property of IBEF. Applicants and the Agency, as the case may be, are to treat all information as strictly confidential. IBEF will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner or format provided by the Applicant to IBEF in relation to the assignment shall be the property of IBEF.

2.11.5 The IBEF reserves the right to make inquiries with any of the IBEFs listed by the Applicants in their previous experience record.

2.12 Tentative schedule for selection process

The IBEF will endeavour to follow the following schedule:

Date of issue of RFQ-cum-RFP	10th September, 2016
Last date for receiving queries/requests for clarifications	17th September, 2016
Pre-Bid Meeting	20th September, 2016
IBEF's response to queries/requests for clarifications	23rd September, 2016
Proposal Due Date	3rd October, 2016, before 5:00pm
Opening of Pre-Qualification Proposals	4th October, 2016
Presentation by the Technically Qualified Applicants	To be notified

Note: Above mentioned schedule and dates are tentative. Any change in schedule/date will be notified on our website www.IBEF.org.

2.13 Data Sheet

Reference	Description
Section 1, Point 2	The main objectives of the assignment is undertaking a Comprehensive Digital and Social Media Campaign for promotion of Indian tea, coffee and spices in India and designated global markets for a period of six months on a turnkey basis
Section 1, Point 3	The method of selection is Combined Quality Cum Cost Based System (CQCCBS).
2.1.1	The name of the client is: India Brand Equity Foundation (IBEF) on behalf of Department of Commerce, Ministry of Commerce & Industry, Government of India
2.1.12	The proposal of the applicant shall be valid for 120 (one hundred and twenty) days from the Proposal Due Date.
2.2	Clarification must be requested on or before 17 th September, 2016. Applicants shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is: The CEO IBEF 20th Floor, Jawahar Vyapar Bhawan Tolstoy Marg New Delhi - 110001

2.2.2	Date & time of pre bid meeting will be notified later and will take place at- IBEF 20 th Floor, Jawahar Vyapar Bhawan Tolstoy Marg New Delhi - 110001
2.12	The last date of submission of Proposal is 3 rd October, 2016, 4.00 PM The proposal will be submitted to IBEF, 20th Floor, Jawahar Vyapar Bhawan Tolstoy Marg New Delhi - 110001 The address for submission of EMD/Bank Guarantee is, The CEO, IBEF 20th Floor, Jawahar Vyapar Bhawan Tolstoy Marg New Delhi - 110001
2.4.9	The applicant to state cost in Indian rupees only.

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

Form 3A:	Pre-Qualification Proposal Submission Form
Form 3B	Self-certification of Operation for minimum 3 years
Form 3C	Format for Pre-Qualification Proposal (Average Annual Turnover of Applicant and one digital campaign account held)
Form 3D:	Format for Power of Attorney for Authorized representative
Form 3E:	Format of Bank Guarantee for Earnest Money Deposit
Form 3F:	Technical Proposal Submission
Form 3G	Creative Vision and Strategy
Form 3H	Profile and track record of the agency
Form 3I	Creative Output based on previous work undertaken and sample of creative material
Form 3J	Credentials of team identified to work
Form 3K	Target reach
Form 3L	Details of Design & Concept of Online Reputation Management (ORM) Plan

Form 3A: Pre-Qualification Proposal Submission Form

[Location, Date]

To

The CEO

IBEF

20th Floor, Jawahar Vyapar Bhawan

Tolstoy Marg

New Delhi - 110001

RFQ-cum-RFP dated [date] for selection of 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 IBEF will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the 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 Agency for the aforesaid Project.
3. We shall make available to IBEF any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of IBEF 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 5 (five) 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 IBEF 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 the Agency, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as an 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 IBEF in connection with the selection of 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 120 (one hundred and twenty) days from the 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 on us.

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 Operating for minimum 2 years

[Location, Date]

Here give a certificate that the Agency have been in operation for a minimum of 2 (two) years as on 31st March, 2016 in undertaking Creative/Advertising/Digital Marketing/Social Media Services

Form 3C: Format for Pre-Qualification Proposal:

a. Average Annual Turnover of Applicant

SN	Financial years	Turnover as per Balance Sheet
1.	2014-15	
2.	2015-16	
	Cumulative Gross Revenue	

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory Designation

Name of firm

Signature of Authorized Signatory Seal of Audit firm

Note:

1. In case the Applicant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

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

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 Agency for [name of assignment], to be developed by IBEF (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 ‘yyyy’ 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:

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 Applicants 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 3E: Format of Bank Guarantee for Earnest Money Deposit

BG No.

Date:

1. In consideration of you, IBEF (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 Agency for [name of assignment] 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 fulfillment 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.5,00,000 [five lakhs] (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 fulfill 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 fulfillment 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 fulfillment 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 fulfill 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 INR 5 lakh.

4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Proposal submission date and a further claim period of sixty (60) 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 fulfillment 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 3F: Technical Proposal Submission Form

[Location, Date]

The CEO

IBEF

20th Floor, Jawahar Vyapar Bhawan

Tolstoy Marg

New Delhi - 110001

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

Sir/Madam,

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 IBEF will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the 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 Agency for the aforesaid Project.
3. We shall make available to IBEF any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of IBEF 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 2 (two) 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 IBEF 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 the Agency, without incurring any liability to the Applicants.

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 IBEF in connection with the selection of 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 on us.

14. 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 3G: Creative Vision and Strategy

- Vision and strategy presented for online campaign including social media
- Content strategy for the campaign, thematic content and messaging and sample hashtags with a focus on viral marketing
- Innovative ideas presented for user engagement on social media

Form 3H: Profile and track record of the agency

Profile and track record of the agency

- Client References (at least 2)
- Brief profile of the agency including number of years of experience, presence in national and international markets
- Major online/ social media campaigns handled. Details of a minimum of two such campaigns must be provided

Form 3I: Creative output based on previous work undertaken and sample creative material submitted with the Technical Proposal:

- i) Sample creative material of two previous campaigns such as banners, graphical messaging, infographics and creative material for engagement activities on social media
- ii) Proposed sample creative material for online campaigns for tea, coffee and spices (1 each for the three sectors) and engagement activities on social media

Form 3J: Credentials of team identified to work on the project

Credentials of proposed team for the project

Credentials of the resource person proposed to be working onsite at IBEF for the campaign

Form 3K: Target Reach

- Target Reach – Agency needs to submit a matrix on the targeted reach through various online mediums and social media platforms.
- Identification of key success metrics and concept of evaluation.

Form 3L: Details of design & concept of Online Reputation Management plan

Strategy for online reputation management (ORM) and response management with specific input parameters & tools deployed for tracking and monitoring

Section 4. Financial Proposal – Standard Forms

Form 4A: Financial Proposal Submission

Form 4B: Retainer fee for six months

NOTE: Paid media spend/media buying and creation of videos should not be the part of financial proposal. Online media buying will be executed in discussion with IBEF; however, the management fee of running paid campaign must be the part of retainership for the duration of the campaign. Videos will be provided by IBEF.

Form 4A: Financial Proposal Submission Form

[Location] [Date]

To

The CEO

IBEF

20th Floor, Jawahar Vyapar Bhawan

Tolstoy Marg

New Delhi - 110001

Dear Sir,

Subject: Services for [name of assignment].

We, the undersigned, offer to provide the services for [name of assignment] 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 retainer fee for six months

S No	ITEM	Retainer Cost for six months	
		Amount in figure	Amount in words
	Service Tax		
	Total Cost		

The agency will include following items in cost for six months (for entire scope of work mentioned under The Terms of Reference Section 5) without giving any break up in the table.

- A. Retainership fee for six months.

The evaluation of the financial bid will be done based on **total cost for six months for works mentioned under Section 5, Terms of Reference** which would be sum total of (A) as mentioned above.

Service tax would be payable at the applicable rates as may be in force from time to time.

A. Retainership fee elements (combined retainership fee for six months to be indicated):

Retainer cost will include but will not be limited to the following:

1. Formulation of Creative vision and brand strategy for a period of six months
2. Execution and monitoring of paid and unpaid online and social media campaign
3. Viral marketing and Online Reputation Management
4. Creation of theme based powerful, engaging and impactful messaging
5. Design, development and adaption of creative material required for online and social media campaign for IBEF
6. Translation of creative material in the languages of target countries (other than English)
7. Social media management team including one onsite human resource for IBEF
8. Influencer and blogging program by roping in at least 15 influencers of high repute for each commodity (45 influencers for 3 commodities) and each influencer will contribute atleast 2 blogs in six months. In addition to influencers, an active blogging community will need to be provided with atleast 50 blogs per month per commodity. Cost of roping in 45 influencers of high repute and getting their contribution in terms of blogs should be included in the retainer fee. Cost of engaging bloggers to contribute 50 blogs per month per commodity will also be included in the retainer fee. In case, selected agency can suggest more no. of influencers of high repute, the costing of getting them to contribute blogs can be discussed with IBEF and if approved, IBEF may consider roping in more influencers in addition to already engaged 45 influencers by agency.

9. Use of tools for execution and monitoring of online campaign
10. Sustained outreach programs (online quiz/QnA session, online engagement programs/competitions etc.)
11. Stock footage, stock still images, stock music for use in social media/online channels
12. Translation cost for providing translation of campaign material such as facts, messaging, tagline and presentation etc. No translation of creative material is required for English speaking countries.
13. Miscellaneous activities using graphic interactive design etc.

Section 5. Terms of Reference

The campaign budget is tentatively indicated to be approximately INR 2-3 crores including all costs.

1. Scope of Work

The scope of work with respect to the campaign is as follows:

1. Formulation of Creative Vision for a period of six months, to build-on and amplify Indian plantations in domestic and 15 International markets (refer to Annexure II)

The Agency also has to formulate an online brand strategy for the international and domestic markets for the duration of the campaign i.e. six months.

2. Creation and maintenance of unique and engaging properties for the campaign on social media channels. Based on the strategy proposed by the agency, new accounts on social media channels will need to be created. All the content has to be housed in IBEF's website for the promotion of tea, coffee and spices – www.teacoffespiceofindia.com. All traffic has to be directed to this website. The vendor for web development and SEO is already in place for this website, however, creative material and inputs must be provided by selected agency in order to run campaign related activities on this website such as quiz/contest/trivia/infographics etc. Selected agency will also need to provide inputs on redesigning and re-structuring of this website including content. **Wherever possible and feasible, online properties of boards of Spices, Tea and Coffee shall also be amplified, used and promoted.**

3. Agency will have to depute a resource (account/ client manager) who will work onsite at IBEF office for coordination of the entire campaign. The resource should be a responsible senior person.

4. Providing amplification of Digital Marketing communication & messaging through planning and execution of a Digital Marketing activity across both Paid Media and Non-Paid media avenues on Digital and Mobile for Campaigns, in consultation with IBEF.

4.1 Amplification through Paid Digital Media Campaigns.

4.1.1 Media Planning & providing professional inputs and support in buying of media for Digital Campaigns (Online and Mobile) for the domestic and international markets for running banners, adverts etc. on themes/subjects to be decided in consultation with IBEF. This would entail assistance and supervision of buying of the media slots by IBEF to ensure best of rates and negotiations directly from the media owner.

4.1.2 Executing the digital campaigns basis the Digital Marketing strategy and plan and undertaking activities like optimization of campaign, reporting etc.

4.1.3 Mobile advertisement/marketing through various Apps and other engaging channels available for mobile devices.

4.1.4 Design, development and adaptation of creative material units which will include but **will not be limited to** web banners, graphical advertisements, PowerPoint presentations, animation material, infographics, interactive maps for tea, coffee and spices, html e-mailers, creative material for social media engagement activities such as quiz, contest, trivia, time lapse videos, etc. Production of videos will be out of the scope of this RFP. Adaptation of provided material in various format/renditions will be done by the agency. Raw content and videos will be provided by IBEF.

As this is an ambitious project aimed at targeting sixteen countries including India, quantity of creative material required for a certain market or all markets, may surge or change at any given time during the duration of the campaign and hence efforts/inputs required can not be limited to a certain number. Applicants need to ascertain and ensure the availability of adequate man power to deliver 24/7 services.

4.1.5 Theme based messaging will need to be developed by agency which will include but will not be limited to powerful, engaging and impactful messaging, taglines and hashtags etc. Raw content will be provided by IBEF.

4.1.6 Translation of campaign material such as facts, messaging, tagline and presentation etc. No translation of creative material is required for English speaking countries. Please refer to Annexure II for the list of target countries.

4.2 Amplification through organic digital campaigns & activities.

4.2.1 Planning and executing a “Key Influencer Program” on Digital platforms.

4.2.1.1 The Influencer program will aim at engaging top influencers in India and 15 designated markets from field of Tea, Coffee and Spice. The Influencer program will have a customised outreach program for each commodity and country. Agency will need to rope in at least 15 influencers of high repute for each commodity (at least 45 for all three commodities). Influencers will be top industry leaders/top researchers/top tasters/top trade journalists/top chefs/top writers/top academicians etc. each influencer will need to contribute at least 2 blogs in six months. These influencers need to be approved by IBEF.

4.2.1.2 The Influencer program will focus on blogs & forums and other social channels.

4.2.1.3 In addition to influencers, agency will need to develop an active blogging community to contribute at least 50 blogs for each commodity each month.

4.2.2 Planning and executing a “Social Media Monitoring Program” on Digital platforms.

4.2.2.1 The Social Media Monitoring Program will undertake monitoring across 150-200 keywords related to Indian Tea, Coffee and Spices, in domestic and global markets.

4.2.2.2 Social Media Monitoring Program will create and manage a Monitoring platform which will be both predictive and reactive in approach

4.2.2.3 The agency has to plan and execute innovative digital and social media promotion activities throughout the campaign duration to ensure better audience engagement. **These can include, but are not limited to the following** list of indicative ideas that have come up through a brainstorming session. **Applicants are invited to use the following ideas but also suggest innovative ideas aimed at higher engagement with public. The overall elements must be positioned in the proposed strategy to elicit maximum engagement from public/ audience.**

1. Live Twitter Session

Live Twitter session, Facebook Live sessions can be undertaken with industry experts to interact with masses/youth on chosen topics under the three sectors. This activity can have a regular schedule depending upon the user base. Schedule will be finalized based on the target market and target segment.

2. 'Did You Know' campaign

Theme based quizzes should be organized for Tea, Coffee and Spices. Use of appealing graphics or info graphics with industry facts related to 3 commodities should be used to disseminate interesting and engaging information. Messaging can be customized based on the chosen commodity such as for Indian Spices "Do You Know Your Spices?" can be used.

3. 'Selfie with Tea Buddy' or 'Coffee Gyan with Coffee Swamy' contest

Promotion of a contest/campaign where users will be posting pic/pics of their tea partner/coffee partner who they usually or regularly have tea/coffee with and enjoy it or some contest on coffee facts etc.

4. 'Share Your Story'

This section can engage youth emotionally by asking them to share their story on social media about the best tea/coffee moment they have ever had. That moment of having best tea/coffee can be with anyone and anywhere such as a cup of coffee on train station with a stranger or a cup of tea with a friend during college days, a cup of tea/coffee all alone finding a moment of solace etc. For Spices they may talk about their most memorable dine out experience where they had Indian cuisine, which could be titled 'Share Your Spicy Story'

5. 'Share your Dish'

Same dishes taste different in different houses/geographies because of difference in spices used for cooking. All of us remember that very distinct aroma/taste of one of the prominent spice (s) used in one particular dish by our mother/Grand ma etc. Users can post a pic of that special dish with a mention of that very spice which makes it special. Such as use of cinnamon and cardamom for making Indian Pulao /veg fried rice. For tea and coffee as well, people can share interesting recipes and pictures of how they prepare their tea and coffee.

6. 'My Spice My Way' Video

Some individuals/businesses use various spices in a very innovative way to make or cook something very special such as chilly flavored chocolates of Spice Board of India. A campaign can be launched on social media to invite entries from individuals/businesses related to innovative use of spices. Users can post the videos/posts/descriptions of their innovative ways under 'My Spice My Way'.

7. 'Dream Cuppa'

This can be one of the most engaging campaigns on social media for masses. Anyone who wants to participate needs to post about they would like to have a dream cup of tea/coffee. 'Dream Cuppa' can be with celebrities/parents/relatives/overseas personalities etc. Our own team can post some narratives to give this campaign a direction. For example: A student who left home in search of his/her dreams but left parents behind and has not spoken to his father for 10 years. One of the entries can be about that student who would like to have that dream cup of tea with his father to bring both hearts together.

Similar stories can be from business world where youth would like to have a dream cuppa with the personality who inspires them the most.

8. 'Did you have Darjeeling Today? (Other brands of Tea & Coffee such as Assam, Nilgiri and Monsoon Malabar etc. can also be used)

This campaign on social media will encourage the users to have their favorite tea/coffee and share the picture. Selected entries will win gift hampers. This campaign has potential to engage all segments of the society such as college students, housewives, office goers, senior citizens etc.

9. Mocktails

This would encourage users to post tasty iced tea mocktails using tea liquor and fruit juices like, lime, grape, peach, pomegranate and garnishing e.g. mint, lemon grass etc and other flavourful ingredients. This would encourage tea in the iced format which is very popular with the youth

10. Cooking with tea

Interesting recipes using tea as one of the ingredients e.g. tea liquor is used to make 'chhole' North Indian style to impart a particular colour and taste. So users may be encouraged to share innovative recipes using Indian teas.

11. Online polls including Twitter/ Web based/ Facebook polls

12. Interactive graphical maps about commodities

The above are thematic schema for the campaign only. The Agency has to suggest a strategy incorporating such innovative ways (not necessarily all) to engage users under the campaign In addition, the Agency can also suggest modification/deletion of any element (s) in tune with their proposed

strategy. However the overall final strategy shall be finalized and approved by IBEF. IBEF retains the right to include elements of work in the proposed strategy once the applicant is selected. IBEF also retains the right to modify the strategy during the course of the campaign by adding, modifying or deleting elements.

Section 6: Work Order

1. [The standard format of the work order shall be published on www.IBEF.org as addendum in due course]

2. ISSUE OF ADVANCE WORK ORDER OR LoI:

2.1 The issue of an Advance Work Order or LoI (Letter of Intent) shall constitute the intention of IBEF to enter into the contract with the Agency.

2.2 The Agency shall, within 15 days of issue of Letter of Intent, give his acceptance along with the Agreement and a performance security amounting to 10% of the total contract value in the form of a Bank Guarantee (format given at Annexure-I).

3. PERFORMANCE SECURITY:

3.1 The Performance Security Bond shall be in the form of Bank Guarantee issued by a Scheduled Bank and in the format provided at Annexure-I.

3.2 The Performance Security Bond will be discharged by the IBEF after completion of the Agency's performance obligations under the Contract.

3.3 The Bid Security submitted as per Clause 2.2 above shall be discharged to the respective Agencies as soon as possible after the Agreement is signed with the Selected Agency.

4. SIGNING OF CONTRACT:

The Agreement will be signed between IBEF and the selected Agency which has ranked higher based on the Consolidated score sheet.

5. DELIVERY:

The Delivery of the services shall commence immediately after signing of the Agreement and submission of the Performance Security.

6. PAYMENT TERMS:

Payment of the cost of services will be effected in the following manner:

6.1 No advance will be paid before commencement of the project. The selected Agency will have to submit a project plan, in discussion with IBEF, within 15 days of receiving the work order.

6.2 The payment will be released in phases, as below:

For Monthly Retainer Activities:

(i) 10% of the payment will be cleared on acceptance of the content/messaging/creative developed for the monthly activities.

(iii) Balance 90% of retainer fee will be released at the end of each month after successful submission of the monthly campaign reports/ web traffic and engagement analytics/MIS reports and screen shots etc.

For online paid media campaign as per requirement:

(i) As far as possible, payments to digital media properties (such as Google/Facebook/Twitter etc.) will be made directly by IBEF, if not possible, agency will need to buy digital media on behalf of IBEF.

Upon successful submission of invoices for buying digital media with supporting documents/credit card statements to IBEF, IBEF will pay the actual amount spent, to the agency within three weeks of submission of invoices.

7. SUBCONTRACTS:

The selected Agency shall notify IBEF in writing of all subcontracts awarded to third parties. Such notification shall not relieve the Agency from any liability or obligation under the Contract.

8. DELAYS, LIQUIDATED DAMAGES:

8.1 In case of delay in the execution of the project for reasons solely attributable to the Agency, the recovery shall be made on the basis of following percentages of value of Contract/work completion, which the Agency has failed to supply/complete the work:

S. No.	Condition	LD %
1.	Delay up to one-fourth period of the prescribed period/ completion of work	2.5%
2.	Delay exceeding one-fourth but not exceeding half of the prescribed period/completion of work	5.0%
3.	Delay exceeding half but not exceeding three-fourth of the prescribed period/completion of work	7.5%
4.	Delay exceeding three-fourth of the prescribed period/ completion of work	10%

8.2 The maximum amount of liquidated damages shall be 10%.

8.3 If the Agency requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the order, for the same immediately on occurrence of the hindrance, with justifications, but not after the stipulated date of completion of Delivery. Delivery period may be extended with or without liquidated damages if the delay in the supply of services is on account of hindrances beyond the control of the Agency.

8.4 Liquidated Damages would be deducted from the Payment due for that milestone as mentioned.

9. FORFEITURE OF BID SECURITY/PERFORMANCE SECURITY:

Bid Security/Performance Security amount in full or part may be forfeited in the following cases:

9.1 When the terms and conditions of contract is breached.

9.2 When there is a continuous failure on part of the bidder to perform the services and the failure is not remedied despite providing notice of reasonable time for remedying the failure.

9.3 When contract is being terminated due to non-performance of the bidder.

9.4 Notice of reasonable time for remedy of the failure on the part of the Agency will be given in case of forfeiture of performance security deposit.

9.5 The decision of the IBEF in this regard shall be final.

10. TERMINATION FOR DEFAULT:

10.1 IBEF, without giving any reason, may terminate the contract by giving 10 days' notice to the agency.

10.2 Upon cancelation of the contract, payment to the agency will be made on prorated basis inclusive of advance payment given to the agency.

11. TERMINATION FOR INSOLVENCY:

IBEF may at any time terminate the contract by giving written notice to the Agency, without compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued thereafter to IBEF.

12. ANNULMENT OF AWARD:

Failure of the successful Agency to comply with all the requirements as specified above shall constitute sufficient ground for the annulment of the award and in which event IBEF may make the award to any other Agency at the discretion of IBEF or call for new EoIs.

Annexure I

PERFORMANCE SECURITY BOND FORM

THIS DEED OF GUARANTEE MADE THIS DAY OF..... between the IBEF (A Government Of India Trust), having its HQ at 20th Floor, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001 (hereinafter called the “IBEF ”) (which expression shall unless excluded by or repugnant to the context include its successors and assignees) of one part and (hereinafter called the “Bank”) (Which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.

WHERE THE IBEF accepted the EoI of M/s (hereinafter called the Agency) to supply the IBEF as per Contract No. 20(93)/Prop/2012/ dated..... (hereinafter referred to as the said contract)

AND WHEREAS the said contract provides that agency shall furnish Bank Guarantee to the extent of ten percent of the value of the contract as and by way of security for the due observance and performance of terms and conditions of the contract.

AND WHEREAS at the request of the Agency the Bank has agreed to execute these presents.

NOW THE DEED WITNESSED AND IT IS HEREBY AND DECLARED BY AND between the parties hereto as follows:

1. The bank hereby irrevocably and unconditionally guarantees to the IBEF that the Agency shall render all necessary and efficient services which may be required to be rendered by the Agency in connection with and/or for the performance of the said contract and further guarantees that the services which shall be supplied by the Agency under the said contract shall be actually performing the work required of it to the satisfaction of the IBEF , and in the event of the agency failing or neglecting to render necessary services as foresaid and/or in the event of the supplied services failing to give satisfactory performance or proving and particularly warranty clause mentioned therein, the Bank shall compensate IBEF against any loss or damage that may be caused to or suffered by the IBEF by reason of any breach by the Agency of any of the aforesaid terms and conditions and the Bank further undertake to pay the IBEF , such sum not exceeding Rs..... on demand and without DEMUR in the event of the Agency’s failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the said contract and/or deficiencies and defects on the satisfactory performance of the services.
2. The decision of the IBEF as to whether the Agency failed to or neglected to perform or discharge his duties and obligation as aforesaid and/or whether the services are free from deficiencies and defects are capable of performing the work required and as to the amount payable to the IBEF by the Bank herein shall be final and binding on the Bank.
3. The liability of the bank under this Guarantee shall be as of principal Debtor.

4. The Guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said contract and it shall continue to be enforceable 6 months after the services have been delivered to IBEF, all the dues of IBEF under or by working of the said contract have been fully paid and it is certified by IBEF that the terms and conditions of the said contract have been fully and properly carried out by the said Agency and a No Demand Certificate submitted to this effect by the Agency.

5. The bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of 9 months from the date hereof and also that the extension of the Guarantee will be provided for by the Bank for such period beyond the said period of 9 months as the IBEF may feel necessary in this behalf provided further that if any claim accrues against the bank before the expiry of the said period of 9 months or an extension thereof the same shall be enforceable against the bank notwithstanding the fact the same is enforced after the said period of 9 months or any extension thereof.

6. The Guarantee herein contained shall not be affected by any change in the constitution of the Agency or the bank and shall be a continuing one.

7. IBEF has fullest liberty, without affecting the Guarantee to postpone for any time and from time to time, any of the powers exercisable by it against the Agency and either reinforce or forbear any of the terms & conditions of the said contract and Bank shall not be released from its liability under this Guarantee by any exercise by IBEF of the liberty with reference to the matter referred aforesaid or by reasons of time being given to the Agency or any other forbearance, act or the omission on the part of IBEF or any indulgence by IBEF to the Agency or any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.

8. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of IBEF in writing.

9. NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs.....(in words)Our guarantee shall remain in force till (period to be mentioned). Unless a demand in writing for a claim under this guarantee is lodged with us on or before (date should be mentioned) all your rights under this guarantee shall be forfeited and shall be released and discharged from all liabilities there-under.

IN WITNESS WHEREOF the parties have executed these presents the day and year therein above-written.

Signed and Delivered by the Attorney for and on behalf of the Bank in the presence of:

1. _____

2. _____

Annexure II

List of designated Markets for campaign:

S No.	Markets for Tea	Markets for Coffee	Markets for Spices
1	Russia	Italy	South Africa
2	Kazakhstan	USA	Morocco
3	USA	Russia	Argentina
4	Germany	Australia	Colombia
5	Japan	Japan	Syria
6	India	India	India

NOTE: Agency will need to provide translation of campaign material such as facts, messaging, tagline and presentation etc in the languages of above mentioned countries. No translation of creative material is required for English speaking countries.

Strategy for Indian and foreign markets would need to be different.