TENDER DOCUMENT

FOR

SELECTION OF BRANDING & CREATIVE AGENCY

FOR

DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED

(DICDL)

CIN: DICDL/DSIR/CNSL/MRKT-04

REQUEST FOR QUALIFICATION CUM PROPOSAL

December 2016

Dholera Industrial City Development Limited (DICDL)
6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, ‘GH-4’ Circle, Gandhinagar – 382017
Gujarat, India

Prepared by
Program Manager for New Cities (PMNC)

AECOM
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Instructions to Bidder for e-Tendering

1. Accessing/Purchasing of BID documents

(i) It is mandatory for all the bidders to have class-III Digital Signature Certificate (DSC) (with both DSC components, i.e. signing and encryption in the name of authorized signatory who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of the Employer.

DSC should be in the name of the authorized signatory as authorized in Form E of the submitted Bid. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable).

(ii) To participate in the bidding, it is mandatory for the bidders to get registered their firm / Joint Venture with e-tendering portal of the Employer [www.nprocure.com], to have user ID & password which has to be obtained by submitting the applicable fee & necessary documents. Validity of online registration is one year. Following may kindly be noted:

(a) Registration should be valid at least up to the date of submission of BID.
(b) BIDs can be submitted only during the validity of their registration.
(c) The amendments / clarifications to the BID document, if any, will be hosted on the Employer’s website www.nprocure.com.
(d) If the firm / Joint Venture is already registered with e-tendering portal of Employer and validity of registration is not expired the firm / Joint Venture is not required a fresh registration.

(iii) The complete BID document can be viewed / downloaded from e-tender portal of the Employer, from the date & time mentioned in the RFP.

(iv) To participate in bidding, bidders have to pay Rs. 10,000/- (Rupees Ten Thousand Only) towards processing fee for BID (non-refundable) in favour of “Dholera Industrial City Development Limited (DICDL), Gandhinagar” payable at Gandhinagar and BID Security is also to be furnished by the bidder for the amount of Rs. 1.5 Lakh (Rupees One Lakh Fifty Thousand) in the form of Demand Draft or Bank Guarantee (BG) as per the format mentioned in Form I, issued from a scheduled Bank in the name of the Employer.
2. Preparation & Submission of BIDs:

(i) The Bidder may submit his Bid online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is available on e-procurement portal.

(ii) The documents listed in section 6 ‘proposal Submission’ shall be prepared and scanned in different files (in PDF or JPEG format such that each file size is not more than 2 MB) and uploaded during the online submission of BID.

(iii) Bid must be submitted online only through e-procurement portal of the Employer, [www.nprocure.com] using the digital signature of authorized representative of the Bidder on or before Bid Due date

3. Modification / Substitution / Withdrawal of BIDs:

(i) The Bidder may modify, substitute or withdraw its e- BID after submission prior to the Bid Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.

(ii) Any alteration / modification in the BID or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Employer shall be disregarded.

(iii) For modification of e-BID, bidder has to detach its old BID from e-tendering portal and upload / resubmit digitally signed modified BID.

(iv) For withdrawal of BID, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-BID.

(v) Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, bidder cannot re-submit the e-BID.

4. Opening & Evaluation of BIDs.

(i) Opening and evaluation of BIDs will be done through online process.

(ii) The Employer shall open on-line received Technical BIDs at 1530 hours IST on the Bid Due Date, in the presence of the Bidders, who choose to attend. Technical Bid of only those Bidders shall be online opened whose Bid documents have been physically received. The Employer will subsequently examine and evaluate the BIDs in accordance with the provisions of the RFP.

(iii) Prior to evaluation of BIDs, the Employer shall determine whether each Bid is responsive as per the Instruction to Bidders as per e-tendering process.
(iv) The BID shall be opened of those bidders only who submitted originals as mentioned in para 2 (ii) & (iii) above of e-Tendering procedure. The BID submitted on-line shall not be opened and shall be declared non-responsive, if originals are not submitted as mentioned in para 2 (ii) & (iii) above of e-Tendering procedure.

(v) Deleted.
DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Employer or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained
therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Employer may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Employer is bound to appoint the selected Bidder for the Project and the Employer reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
1. Background and Objective

1.1 Introduction

The Government of India has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai, covering an overall length of 1,483 km. Further, Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC), a special purpose company, was incorporated to establish, promote and facilitate development of the DMIC Project.

The Dholera Special Investment Region (DSIR) will be a major Greenfield Industrial Hub planned and located approximately 100km south of Ahmedabad and 130km from the State Capital Gandhinagar. The project as envisaged will be the first initiative from DMICDC to create a linear zone of industrial clusters and nodes to be developed in the influence area of Western Dedicated Freight Corridor (DFC).

A SPV under Indian Companies Act 2013, Dholera Industrial City Development Limited (DICDL) has been formed with the equity participation from Gujarat State Government and DMIC Trust and is responsible for implementation of the DSIR Project.

DSIR has been planned over an extensive area of land measuring approximately 920sqkm and encompassing 22 villages of Dholera Taluka in the Ahmedabad District. This will be by far the largest of investment nodes planned along the influence of DFC in the DMIC region. This node is strategically located between the industrial cities of Vadodara, Ahmedabad, Rajkot, Surat and Bhavnagar urban agglomerations. The nearest international airport is at Ahmedabad and Government of Gujarat through the Dholera International Airport Company Limited (DIACL) has plans to develop another international airport in the north-east of the proposed investment region. DMICDC, with support of DSIRDA, plan to create an economically and socially balanced new-age City with world class infrastructure and highest quality-of-life standards and sustainability in the urban form. This new age city aims to have a sustainable urban transportation system (transit oriented development) within and mobile/ efficient regional connectivity with neighbouring cities and the rest of the country.

For the DSIR, DMICDC has appointed AECOM as the Programme Manager for New Cities (PMNC). The role of the PMNC is to perform activities necessary to plan, integrate, package, administer and manage the implementation of DSIR projects. Specifically, the PMNC will be responsible for conceptualization of projects and further, during the design and construction stage, overseeing the work of Consultants, and contractors, including reviewing, monitoring, resolution of interface issues, and reporting to the State nodal agency and the DMICDC on the programme progress. All deliverables from Agency engaged on this project shall be submitted to the PMNC for final approval of DICDL. As an extension of DMICDC and DICDL, the
PMNC will be responsible for taking inputs from stakeholders and communicating them with the Agency. In all day-to-day matters in respect of implementation of this assignment, the Agency shall report to the PMNC.

For trigger development of Dholera SIR, an Activation Area is identified which acts as a catalyst for further investments and attracts local and global investors. The Activation Area is spread across an area of approximately 22.5sqkm. The area has approximately 72kms of roads and has an optimum mix of land use comprising of industrial, residential, mixed use, recreation and tourism. The area selected is based on immediate availability of land and its future status after implementation of TP schemes (area with the highest opportunity of commencement of site work).

The Activation Area is approximately 4.25% of the total developable area of DSIR. It can cater to a residential population of 1.2 lakhs with an employment of approximately 80,000 persons by 2020. Activation Area is having major portion of Government land (approx. 80%) which will provide ready to move plots with all major trunk infrastructure at the door steps of each plots.

Accordingly, Dholera Industrial City Development Limited (Client) invites proposals to undertake:

“RfP for Selection of Branding & Creative Agency for Dholera Industrial City Development Limited (DICDL)”.

The detailed scope of services is provided in the Scope of Work.

1.2 Objective

Dholera Industrial City is now moving into the implementation phase from a Project phase and it is imperative that DICDL explore various platforms to promote the project & disseminate information on the available opportunities, typically as an industrial location & popularise the project profile both domestically and globally.

The objective is to showcase Dholera as a viable large-scale manufacturing destination for potential national & international investors through media and other channels of mass communication as well as designing & erecting pavilions/booths in relevant national & international forums.

The agency has to cater to the total Brand Building & Marketing collaterals requirements of both the on-line & off-line media. A Communication & creative strategy with a clear implementation plan to reach out to a mass audience & thereby empowering potential investors & the target market to connect with DICDL for investment. To highlight the potential of Dholera by building on the location, infrastructure, planning, policies of the Government of Gujarat, sectorial focus, etc.
2. **Instruction to Bidding Agencies**

1) The selection shall be on the Combined Quality Cum Cost Based Selection (CQCCBS) based on the final weighted score, subject to fulfilling the requirements of the Qualification Criteria. The Proposal will form part of the contract with the selected agency.

2) Consortia of maximum Two agencies (1 lead + 1 JV partner) are allowed to fulfill above qualification criteria jointly but all consortium members must demonstrate their experience by way of the stated presentation.

3) The Branding & Creative Agency shall provide a qualified servicing and creative team for undertaking creative work and campaigns. The branding & creative agency team would work closely with DICDL/PMNC and should always be available as & when required by the Client.

4) CVs of all the team members certified by the authorized signatory and clearing indicating educational and professional qualification and experience should be attached.

5) All contents of the Proposal should be clearly numbered, indexed and arranged in a sequence and shall be bound firmly.

6) The Original Proposal (Technical Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the official of Agency themselves. The person who signs the proposal must put initial against such corrections.

7) Submission letters for the Technical Proposals should be in the formats specified in this document.

8) The proposals shall be signed and submitted by the Authorized Signatory of the Agency. The authorization shall be attached in the Technical Proposal and shall be in the form of a written power of attorney as per the prescribed format.

9) The Agencies shall bear all costs associated with the preparation and submission of their proposals. DICDL is not bound to accept any or all proposals, and reserves the right to annul the selection process at any time prior to award of contract, without any liability to DICDL.

10) The Technical and Financial Proposal to be submitted by the bidders should be firm and valid for a period of 120 days from the last date of submission of the proposal.

11) The bidders shall have to compulsorily submit the technical proposal and the price bid online on the website https://dicdl.nprocure.com.
12) Agencies may seek clarifications, if any, at the time of Pre-bid meeting. Any request for clarification must be sent in writing, fax or e-mail to DICDL.

13) Physical papers are to reach DICDL office as per the date and time mentioned in this document. It is the responsibility of the Bidder to submit the bid before the last date and time at the address as mentioned in the document above, and DICDL shall not be responsible for any delay due to post/courier/any other reasons.

14) At any time before the submission of Proposals, DICDL may amend this document by issuing an addendum, which shall be binding on the agencies.

   o The agencies shall acknowledge the tender conditions and all subsequent amendments and submit along with their proposals duly signed. Therefore, the tender document signed by the authorized signatory should be the part of the technical proposal.

15) DICDL will select the agency who has scored the highest as per the evaluation criteria - combined score of technical proposal and financial quote.

16) 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 the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

17) The selected firm may be invited for negotiations, if felt necessary by DICDL. If such negotiations do not result in a conclusion, DICDL shall have the right to invite the next bidder (second highest scorer) for negotiations and finalization.

18) The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

   i. 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;

   ii. Consult with any Applicant in order to receive clarification or further information;

   iii. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or

   iv. 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.
19. **Validity of the Proposal**

The Proposal shall remain valid for 120 calendar days after the date of the opening of the financial bid. Both the parties would endeavour to complete the process of selection and enter into agreement before the validity period.

20. **Extension of Validity of Proposal**

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, DICDL may request the bidders to extend the Proposal Validity Period for a specified additional period.

21. **Format and Signing of Proposal**

The proposal should be short, concise & include all points indicated in the Document.

The Proposal shall be typed or written in indelible ink and should be in English which shall be signed and sealed by the Authorized Representative. Proposal in other language would not be accepted. The pages and volumes of each part of the Proposal shall be clearly numbered. The Proposal shall contain all the information required herein and references of previous submissions shall not be considered.

22. **Payment Terms**

Payment will be made within 45 working days after submission of the bills. A brief report of the work carried out during the billing period should be submitted along with the bills.

Service tax shall be paid as per applicable rate and laws.

23. **Tentative schedule for selection process**

The Client will endeavor to follow the following schedule:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of issue of RfQ cum RfP</td>
<td>15/12/2016</td>
</tr>
<tr>
<td>Last date for receiving queries/requests for clarifications</td>
<td>02/01/2017</td>
</tr>
<tr>
<td>Pre-bid meeting</td>
<td>04/01/2017</td>
</tr>
<tr>
<td>DICDL’s response to queries/requests for clarifications</td>
<td>12/01/2017</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>31/01/2017</td>
</tr>
</tbody>
</table>
3. **Notice Inviting Proposal and Necessary Instruction**

Sealed Bid Documents under two separate envelops are invited from bona fide, experienced & reputed agencies of financial standing, meeting the pre-qualifying requirement, for the scope of work.

<table>
<thead>
<tr>
<th>NAME OF WORK</th>
<th>Branding &amp; Creative Agency For Dholera Industrial City Development Limited (DICDL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIN</td>
<td>DICDL/DSIR/PR/CONLT/RFP-04</td>
</tr>
<tr>
<td>Tender processing fees</td>
<td>Rs. 10,000/- (Rs. Ten Thousand only) BY DEMAND DRAFT in favour of Dholera Industrial City Development Limited (DICDL), Gandhinagar Payable at Gandhinagar</td>
</tr>
<tr>
<td>BID SECURITY</td>
<td>Rs. 1, 50, 000/- (Rs. One Lakh Fifty Thousand only ) BY DEMAND DRAFT/Bank Guarantee in the prescribed format in favour of Dholera Industrial City Development Limited (DICDL), Gandhinagar Payable at Gandhinagar</td>
</tr>
<tr>
<td>CONTRACT PERIOD</td>
<td>1 year contract with a provision of an annual extension for a total period of 3 years.</td>
</tr>
<tr>
<td>ISSUE OF TENDER</td>
<td>The tender can be downloaded from website <a href="http://www.nprocure.com">www.nprocure.com</a> from; 15/12/2016</td>
</tr>
<tr>
<td>SUBMISSION OF TENDER ONLINE</td>
<td>Up to 3:00 pm as mentioned in clause no 23 of section 2 strictly on the website <a href="https://dicdl.nprocure.com">https://dicdl.nprocure.com</a> along with the hard copy of technical bid (Hard bound). Submission of the technical bid in loose format is likely to be rejected. Price bids should be submitted online only</td>
</tr>
<tr>
<td>SUBMISSION OF TENDER (PHYSICAL)</td>
<td>Before the date and time of opening of the tender at the below mentioned address: Managing Director, Dholera Industrial City Development Limited 6th Floor, Block No. 1 and 2, Udyog Bhavan, Sector-11, ‘GH-4’ Circle, Gandhinagar – 382017 Gujarat, India</td>
</tr>
<tr>
<td>PRE-BID MEETING</td>
<td>At 11:00 hrs as mentioned in clause no 23 of section 2 for clarifications of queries if any at the below mentioned address :</td>
</tr>
<tr>
<td>Tender Document for Selection of Branding and Creative Agency for Dholera Industrial City Development Limited (DICDL)</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td></td>
</tr>
<tr>
<td><strong>GiDB, 8th Floor, Block no. 18, Udyog Bhavan, Sector-11, Gandhinagar 382017</strong></td>
<td></td>
</tr>
<tr>
<td><strong>CONTACT details (FOR ANY CLARIFICATIONS)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:dbrahmbhatt@gidb.org">dbrahmbhatt@gidb.org</a></td>
<td></td>
</tr>
<tr>
<td><strong>Contact numbers:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Tel:</strong> +91-79-23226015</td>
<td></td>
</tr>
<tr>
<td><strong>FAX NO:</strong> +91-79-23222481</td>
<td></td>
</tr>
<tr>
<td><strong>Performance Security</strong></td>
<td></td>
</tr>
<tr>
<td><strong>5% of the contract amount in the form of Bank Guarantee in prescribed format in favour of Dholera Industrial City Development Limited (DICDL), Gandhinagar Payable at Gandhinagar.</strong></td>
<td></td>
</tr>
</tbody>
</table>
4. Qualification Criteria

The firm should have been in the business of providing Strategic Branding, Communication Strategy & Creative services such as preparation of advertising creative and other promotional material, collateral and related activities for a period of 10 years.

1) Minimum Qualification Criteria

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Minimum Qualification Criteria</th>
<th>Minimum number of projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Experience of Branding, Brand Communication Strategy &amp;/or Creative, works for Cities/SEZs/ Industrial Cities/Logistic Parks/Integrated city development/ Township project of at least 250 acres during last 10 years</td>
<td>1</td>
</tr>
<tr>
<td>b</td>
<td>Average annual revenue from consultancy services for last 3 financial years</td>
<td>INR 3 Crores</td>
</tr>
</tbody>
</table>

For Eligible Experience, works completed up-to minimum 80 percent shall be considered.

2) As part of the evaluation, the Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further.
5. Technical Evaluation

1) The respective weightage for the Combined Technical Score and the Financial Score are set out in the table below:

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Description of Parameters for composite evaluation score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(A) Combined Technical Score - 80 marks</td>
</tr>
<tr>
<td>2</td>
<td>(B) Financial Score- 20 marks</td>
</tr>
</tbody>
</table>

The evaluation of proposals shall be on the principle of Combined Quality Cum Cost Based Selection (CQCCBS) based on the final weighted score. The assignment shall be awarded to the bidder scoring the highest final weighted score as decided by selection committee.

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:

\[ S_f = 100 \times \frac{F_m}{F} \]

In which \( S_f \) is the financial score, \( F_m \) 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:

\[ S = S_t \times T_w + S_f \times F_w \]

Where \( S \) is the combined score, and \( T_w \) and \( F_w \) are weights assigned to Technical Proposal and Financial Proposal that will be 0.80:0.20.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing (the “Successful Applicant”).
2) Technical Evaluation

The Evaluation Committee appointed will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score as detailed below. The maximum marks to be given under each of the evaluation criteria are:

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Evaluation Criteria</th>
<th>Max Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Branding, Brand Communication &amp; Creative work</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td><em>Branding &amp; Brand Communication Strategy</em>&lt;br&gt;Document for Dholera Industrial City to be submitted with the bid – (Maximum 10 pages)*</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td><em>This document should address (Check List)</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Understanding of the project</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Understanding target market for the sector</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Influencing factors for Branding</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Branding strategy</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Communication Strategy</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Creative examples for multiple media</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Document should indicate suggested number of ads, ooh, adaptations / collateral, etc. along with timeline, phasing, etc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Other aspects as recommended by the bidder</td>
<td></td>
</tr>
<tr>
<td></td>
<td>This strategy document has to be submitted with the bid &amp; is different from the presentation mentioned below.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Presentation</strong></td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Document submitted as mentioned in Sr No 1 above is to be presented to the client in ppt form by the bidder team converted into a Presentation on the given date &amp; should strictly follow the presentation guidelines provided in this tender document.</td>
<td></td>
</tr>
</tbody>
</table>
3 | **Similar Experience in Past work done:**  
   The Bidders should have completed at least 2 projects of Comprehensive Branding & Communication strategy with creative designing in the categories given in the Pre-qualification. (20 Marks per project)  

or

(i) Project that includes Branding & Communication strategy in the categories given in the Pre-qualification – (maximum Two projects (15 Marks per project)  
(ii) Project that includes Creative with creative designing in the categories given in the Pre-qualification – (maximum Two projects (15 Marks per project)  
(iii) Project that includes Branding & Communication strategy OR Creative with creative designing in the categories other than given in the Pre-qualification – (maximum Two projects (5 Marks per project)  

Additional 10 Marks in any one project in the categories given in the Pre-qualification for International experience in Europe / USA / China/Middle East/ Singapore (maximum 10 marks)  

Experience to be clearly demonstrated as part of the Bid submission with supporting’s as defined on page  

Experience as mentioned in the bid document should be demonstrated in detail in the presentation.  

| 4 | Manpower | 20 |

| | **Total Maximum technical marks** | 100 |

Bidder has to score at least of 70 marks (from 100 marks) from technical proposal to qualify for opening of financial bid. Financial proposal of only those Agencies shall be opened who will be declared qualified in technical proposal.
3) Presentation

The agencies meeting the minimum qualification criteria will be called for the presentation before the Technical selection Committee. The date and time for the technical presentation will be intimated later to the qualified Bidders through email/ fax/ letter. The bidder shall submit one hard and soft copy of its presentation (PPT) to the Client on the day of the technical presentation.

For the purpose of evaluation & awarding technical score, each bidder will have to personally make & submit a presentation of their suggested branding strategy & promotion plan for DICDL. Content for the technical presentation should definitely include the following

Presentation guidelines

Presentation time, including Q & A, will not exceed 30-45 minutes & all Bidders are expected to adhere to this time line. DICDL can curtail / end the presentation at any point at its sole discretion.

It would be preferred if the presentation is limited to approximately 50 slides. Presentation should include

1) Branding & Communication Strategy document as submitted should be explained to the client through a ppt including but not limited to the bidder’s understanding of Dholera SIR, its target market, Strategy & its components, identifying important topics to be highlighted, message to be conveyed & approach to conveying the message, etc. This will be based on the Background section in Chapter, Scope of Work.

2) Presenting on past work (max 3) as mentioned in the technical evaluation criteria out of which atleast 1 work will be as per PQ criteria; each aspect of each work to be presented & explained.

3) Presenting on Dholera - Following designs to be presented. It is essential for the bidder to walk the client through each of the below mentioned in detail:

- At least two theme designs on how the bidder proposes to Brand Dholera Industrial City
- Dholera Industrial City Development Limited (DICDL) front page & back page of the main brochure including message to be conveyed, graphics; that is the full design.
- Hoarding (printed in A4 size paper)—3 creatives with 3 different messages to attract the target market
- Advertisement (printed in A4 size paper)- 3 different creatives with 3 different messages to attract the target market
4) Earlier best promotional A/V film and TV Commercial prepared (Maximum 02 Nos).

5) Whatever else the bidder wants to demonstrate

6) Introduction to the firm & the team that will handle this project with brief CV’s – 5 minutes maximum at the end of the presentation (2-3 slides max)

Presentation team should definitely include the following personnel, failing which the Client reserves the right to cancel the presentation / disqualify the bidder, at its sole discretion

a) Project Lead
b) Copywriting Head
c) Creative Head
d) Client service Executive who will be handling this assignment & will be the contact

Any other person(s) as required by the agency.

4) Required experience and expertise of Key Personnel/Staff

<table>
<thead>
<tr>
<th>Sr.no.</th>
<th>Position</th>
<th>Specific expertise and Minimum years of Professional experience</th>
<th>Qualification Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Manpower Branding &amp; Creative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1)</td>
<td>Owner / Director / Head / In-charge</td>
<td>Should have a minimum experience of 10 years in Branding &amp; communication strategy as well as Creative work out of which at least 5 years in this position</td>
<td>8</td>
</tr>
<tr>
<td>2)</td>
<td>Creative Head /</td>
<td>Should have a minimum</td>
<td>6</td>
</tr>
</tbody>
</table>
### Tender Document for Selection of Branding and Creative Agency for Dholera Industrial City Development Limited (DICDL)

<table>
<thead>
<tr>
<th>Sr.no.</th>
<th>Position</th>
<th>Specific expertise and Minimum years of Professional experience</th>
<th>Qualification Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Director</td>
<td>experience of 10 years in creative including managing studio, art work, etc. &amp; at-least 5 years in this position. Should have managed at least 1 project from the list given under qualification criteria.</td>
<td></td>
</tr>
<tr>
<td>3)</td>
<td>Copywriting expert</td>
<td>Should have a minimum experience of 5 years in English copywriting &amp; should have done copywriting for at least 3 national campaigns that involved copywriting for at least 5 deliverables. Details to be submitted.</td>
<td>3</td>
</tr>
<tr>
<td>4)</td>
<td>Client Servicing executive</td>
<td>Should have a minimum experience of 3 years &amp; must have handled at least 2 clients whose turnover in their business should have been a minimum of Rs. 250 crores. Details to be submitted.</td>
<td>3</td>
</tr>
</tbody>
</table>

**5) Evaluation criteria for Key professional**

<table>
<thead>
<tr>
<th></th>
<th>Technical Qualifications</th>
<th>20%</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Professional Experience</td>
<td>30%</td>
</tr>
<tr>
<td>3</td>
<td>Adequacy For The Assignment With Reference To Similar Works Done</td>
<td>30%</td>
</tr>
<tr>
<td>4</td>
<td>Familiarity With The Region In Terms Of Past Works Done And Local Language</td>
<td>10%</td>
</tr>
<tr>
<td>5</td>
<td>Years Of Association With The Firm</td>
<td>10%</td>
</tr>
</tbody>
</table>
Detailed evaluation criteria will be prepared by the evaluation committee for evaluation of the qualification and competence of the key professional for the assignment.
6. Proposal Submission

1) The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or personnel who sign the Proposal.

2) The Authorised Representative of the Applicant should initial all pages of the pre-qualification, and technical proposal. The Authorised Representative’s authorisation should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

3) The Applicant shall submit two (2) copies of Pre-qualification Proposal (one original and one copy), two (2) copies of Technical Proposal (one original and one copy). One soft copy in PDF format of both Pre-qualification and Technical Proposals shall also be submitted by the Applicant. The Pre-qualification and Technical Proposals must necessarily be ‘Hard Bound’ separately and all pages serially numbered. ‘Hard Bound’ implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the pre-qualification and technical proposal, the contents as per original will only be considered.

4) The Pre-qualification Proposal, Tender fee and Bid security shall be placed in a sealed envelope clearly marked “PQ - [name of assignment]”, Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL – [name of assignment]”. All envelopes shall be placed into an outer sealed envelope bearing the name of assignment, submission address and marked “DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”

5) The Proposal shall be placed in a sealed envelope. Proposal would include the following:

- Certified Invoice/ Completion certificate/Payment receipt statement certified by Chartered Accountant from client mentioning the work done for each of the last 5 years to prove 5 years of experience for creative designing as well as promotional film/ TVC preparation.


- Samples of the best Creatives/promotional films, TVCs prepared in the last 3 years to be submitted along the hard copy submission in the form of a CD. The same need not be uploaded online.

- Technical proposal 1 (TP1) for team composition- format attached
• Technical proposal 2 (TP2) for CVs for key staff members – format attached.

The form A to E shall be part of PQ Proposal Envelope and Form F to G and any other document required for Technical proposal as per section 5 clause no 02 “technical Evaluation’ shall be part of Technical Proposal Envelope along with all supporting documents in their respective envelopes. The outer envelope shall bear the Name of the Assignment, submission address, etc. The Proposals must reach the Client on or before the last date of submission mentioned in the notice inviting tender.

The Client may, in its sole discretion, reject any Proposal that is not responsive to the submissions mentioned above.

Financial Proposal

• The agencies are required to fill the financial proposal online only at https://dicdl.nprocure.com as per the prescribed format (Financial Proposal).

• The quote should be unconditional and single.

• The fee quoted should be exclusive of Service Tax.

The proposal should be indicated in the Indian Rupees. Proposal in any other currency would not be accepted and is liable to be rejected.
7. **Estimated quantum of work during the period of engagement**

Estimated quantum of work during the period of engagement shall be as per Bill of Quantities as per section **11 of the RFP**.
8. **Proposal Evaluation**

1) **Opening of Proposal**

DICDL would open the Bids immediately after the Bid Due Date and Time for the purpose of verification of requisite fees and Bid Security; verification of documents for pre-qualification would be considered of only those agencies that have paid the requisite fees and Bid Security.

Bidders would have to bring in the requisite copies of the technical proposals in hard copies and in the suitable format of ppt, movies, pdf, etc. for presentation to the Committee members. The presentation and related submittals would be retained by DICDL for its records.

The Committee after having evaluated the technical presentation would provide the technical score. Bidders qualifying in the technical presentation would then be eligible for the opening of the financial proposals.

The final date of opening of the financial proposal shall be decided by DICDL. The proposals would be opened on given date and time, even if the representatives are not present.
Form A: Pre-Qualification Proposal Submission Form

[Location, Date]

To

CEO & Managing Director
Dholera Industrial City Development Limited
6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, ‘GH-4’ Circle, Gandhinagar – 382017
Gujarat, India

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 [sole applicant/ JV] [with] [insert a list with full name and address of each Joint Venture/ consortium Agency].

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

Further:

1. We acknowledge that DICDL 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 DICDL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. We acknowledge the right of DICDL 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 declare that:
   a) We have examined and have no reservations to the RfQ cum RfP, including any Addendum issued by the Authority;

6. 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.

7. We declare that we are not a member of any other Consortium/JV applying for selection as an Agency.

8. 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 DICDL in connection with the selection of Agency or in connection with the selection process itself in respect of the above mentioned Project.

9. 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 consultancy for the Project is not awarded to us or our proposal is not opened or rejected.

10. We agree to keep this offer valid for one hundred eighty (180) days from the PDD specified in the RfQ cum RfP.

11. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.

12. In the event of our being selected as the Agency, we agree to enter into a Contract in accordance with the contract prescribed in the RfQ cum RfP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

13. We have studied RfQ cum RfP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by DICDL or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.

14. The Technical Proposal is being submitted in a separate cover and the Financial Proposal is being submitted online on the Client’s website. This Pre-qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.

15. 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:
(Name and seal of the Applicant/Member in Charge)
**Form B: Format for Pre-qualification Proposal of Previous Experience**

**Project Specific Experience**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV/consortium for carrying out consulting services similar to the ones requested under this assignment.]

- USE PROJECTS WITH COPY OF INVOICE / COMPLETION CERTIFICATE/ Payment receipt statement certified by Chartered Accountant / PROOF OF EXPERIENCE AS REQUIRED FOR MEETING THE QUALIFICATION CRITERIA PRESCRIBED.

- EXHIBIT PROJECTS IN THE LAST FIVE YEARS.

<table>
<thead>
<tr>
<th>Assignment Name and project cost:</th>
<th>Approx. value of the contract (in INR in Crore):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country:</td>
<td>Duration of assignment (months):</td>
</tr>
<tr>
<td>Location within country:</td>
<td>Total No. of staff-months of the assignment:</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>Approx. value of the services provided by your firm under the contract (in INR in Crore):</td>
</tr>
<tr>
<td>Address:</td>
<td>Start Date (Month/Year):</td>
</tr>
<tr>
<td></td>
<td>Completion Date (Month/Year):</td>
</tr>
<tr>
<td>Name of Associated Agency, If any:</td>
<td></td>
</tr>
</tbody>
</table>

Narrative Description of Project: (highlight project cost in the narration)

Description of actual services provided by your staff within the assignment:

Firm’s Name:

Authorized Signature:

Note:
Form C: Format for Pre-qualification Proposal (Average Annual turnover of the applicant)

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Financial years</th>
<th>Average Annual turnover of the applicant (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Average for three years</td>
<td>[indicate sum of above divided by 3]</td>
</tr>
</tbody>
</table>

CA Certificate

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
Form D:  Format for Joint Bidding Agreement (in case of JV/ consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], having its registered office at [registered address] (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], having its registered office at [registered address] (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the [FIRST, SECOND] PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

a) Dholera Industrial City Development Limited, a company incorporated under the Companies Act, 1956/ 2013, having its registered office at 6th Floor, Block No. 1 and 2, Udyog Bhavan, Sector-11, ‘GH-4’ Circle, Gandhinagar – 382017 Gujarat, India (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (“the Applications”) by its Request for Qualification cum Request for Proposal dated [date] (the “RfQ cum RfP”) for appointment of Agency for [name of assignment] (the “assignment”).

b) The Parties are interested in jointly bidding for the assignment as members of a Consortium and in accordance with the terms and conditions of the RfQ cum RfP document and other bid documents in respect of the Consultancy, and

c) It is a necessary condition under the Bidding document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RfQ cum RfP.

2. Consortium
a) The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the selection process for the Consultancy.

b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/or through any other consortium constituted for this assignment, either directly or indirectly or through any of their Affiliates.

3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Agency and awarded the assignment, the Parties shall enter into a contract for the services (“Contract”) with the Authority and for performing all obligations as the Agency in terms of the Contract for the Assignment.

4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;

b) Party of the Second Part shall be [role]; and

5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RfQ cum RfP and the Contract, for the performance of the Contract.

6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

b) consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
c) any notice, communication, information or documents to be provided to the Agency shall be delivered to the authorized representative of the Agency (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:

a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

9. Miscellaneous

a) This Joint Bidding Agreement shall be governed by laws of India.

b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]
[Name]
[Designation]
[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]
[Name]
[Designation]
[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.
Form E: 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 authorise 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 “Authorised 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 Dholera Industrial City Development Limited (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, signing and execution of all contracts 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 the entering into of the Contract 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 Authorised 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 Authorised 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]
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 legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Appostille certificate.
Form F: Technical Proposal Submission Form

[Location, Date]

To

CEO & Managing Director
Dholera Industrial City Development Limited
6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, ‘GH-4’ Circle, Gandhinagar – 382017
Gujarat, India

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 Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant/ JV] [with] [insert a list with full name and address of each Joint Venture/ consortium Agency].

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 technical discussions in accordance with the RfQ cum RfP.

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

Further:

1. We acknowledge that DICDL 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 DICDL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. We acknowledge the right of DICDL 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 declare that:
a) We have examined and have no reservations to the RfQ cum RfP, including any Addendum issued by the Authority;

6. 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.

7. We declare that we are not a member of any other Consortium/JV applying for selection as a Agency.

8. 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 DICDL in connection with the selection of Agency or in connection with the selection process itself in respect of the above mentioned Project.

9. 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 consultancy for the Project is not awarded to us or our proposal is not opened or rejected.

10. In the event of our being selected as the Agency, we agree to enter into a Contract in accordance with the contract prescribed in the RfQ cum RfP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

11. We have studied RfQ cum RfP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by DICDL or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.

12. The Financial Proposal is being submitted online on Client’s website. This Technical Proposal read with the Financial Proposal shall be binding on us.

13. 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:

(Name and seal of the Applicant/Member in Charge)
Form G:  TP-1-Team Composition

The Bidder shall propose team consisting of staff / experts to take care of all aspects of the assignment.

<table>
<thead>
<tr>
<th>Name of Key Expert</th>
<th>Educational Qualification</th>
<th>Area of Expertise</th>
<th>Post qualification relevant experience in number of years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner/Director/Head/In-charge</td>
<td></td>
<td>Branding , Communication/ Creative</td>
<td></td>
</tr>
<tr>
<td>Head / Director</td>
<td></td>
<td>Creative</td>
<td></td>
</tr>
<tr>
<td>Expert</td>
<td></td>
<td>Copywriting</td>
<td></td>
</tr>
<tr>
<td>Executive</td>
<td></td>
<td>Client Servicing</td>
<td></td>
</tr>
</tbody>
</table>

Supportings for the above should be attached to this certification.

Bidder can attach additional personnel information at their option with supportings

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:
Form H: TP-2- Curriculum Vitae (CV) for Key Staff

1. **Name of Firm** [Insert name of firm proposing the staff]: ______________________

2. **Name of Staff** [Insert full name]: ______________________

3. **Date of Birth**: ______________________ **Nationality**: ______________________

4. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: ______________________

5. **Membership of Professional Associations**: ______________________

6. **Other Training** [Indicate significant training since degrees under 5 - Education were obtained]: ______________________

7. **Countries of Work Experience**: [List countries where staff has worked in the last ten years]: ______________________

8. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: ______________________

9. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:
   - From [Year]: ___ To [Year]: ___
   - Employer: ______________________
   - Positions held: ______________________

10. **Work Undertaken that Best Illustrates Relevant Experience and Capability to Handle the Tasks Assigned especially projects mentioned under qualifying criteria**

11. **Certification**:

    I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to disqualification or dismissal of the firm. If selected my services shall be available for the assignment till completion.

    [Signature of staff member or authorized representative of the staff] Date: Day/Month/Year

    Full name of authorized representative:
Form I: Format of Bank Guarantee for Bid Security

BG No.
Date:

1. In consideration of you, Dholera Industrial City Development Limited, a company incorporated under the Companies Act, 1956/2013, having its registered office at 6th Floor, Block No. 1 and 2, Udyog Bhavan, Sector-11, ‘GH-4’ Circle, Gandhinagar – 382017 Gujarat, India (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], a company registered under the Companies Act, 1956/2013 and having its registered office at [registered address of company], [and acting on behalf of a Consortium comprising of [name of company], [name of company] and [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 Agency for [name of assignment] (hereinafter referred to as the “Consultancy”) pursuant to the RfQ cum RfP Document dated [date] issued in respect of the Consultancy and other related documents including without limitation the draft contract for consultancy services (hereinafter collectively referred to as “RfQ cum RfP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RfQ cum RfP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RfQ cum RfP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RfQ cum RfP Document.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RfQ cum RfP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RfQ cum RfP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RfQ cum RfP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RfQ cum RfP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RfQ cum RfP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RfQ cum RfP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RfQ cum RfP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RfQ cum RfP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised 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 unrealised.

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 authorised 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 figure] ([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 authorised official.

(Signature of the Authorised 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.
10. **Scope of Work**

1) **Branding Strategy**

Assignment will commence with the finalization of a branding strategy for Dholera Industrial City. The different components of the branding Strategy may include all / as required components. It will be an interactive process with the DICDL team.

Payment against the branding strategy ‘Sr No (B) of BOQ shall be released only on the final approval of the Branding strategy by the Client.

I. **Branding, Conceptualisation, Scripting, Designing Collateral, Preparation, Editing, etc. as applicable**

   i. Of promotional literature / material for printing and electronic form including development of all creatives for Print (Includes both creative & non-creative like tender / auction ads, statutory ads, etc.), positioning lines) etc.

   ii. Of Brochures, Flyers, Leaflets, Folders, greeting cards, calendars, diaries, etc. from time to time & as required

   iii. Of Stationery including but not limited to labels/dockets, envelops, letter heads, bags, pouches, forms, office stationery, visiting cards, stickers, tags, etc.

   iv. Of all components of Digital Marketing including but not limited to Web banners, digital ads, website postings like property portals, cinema ads, website, mobile app, etc.

   v. For panels/display boards/signages, banners, standees, backdrops, newsletters, posters, etc.

   vi. Of various external communication avenues for events like invitation cards, badges, invite mailers, direct mailers, e mail signatures, etc.

   vii. Publicity material for OOH formats such as hoardings, gantry, kiosks, electronic displays, Radio, TV, etc.

   viii. Of Presentation templates in PowerPoint, etc. in all digital formats for various road shows/events/meetings/conferences/ seminars, etc.

   ix. Collaterals including design, development, creatives, etc. for press kit, merchandise, ambient media creatives (including uniforms, vehicle, offices amongst others), etc.

   x. In addition, to recommend magazines, potential locations for OOH, electronic ads, etc.
xi. Artwork, copy & content writing as applicable for, jingles, lyrics, scripts, concepts & its adaptations, etc.

xii. Adaptation and Rendering of Print advertisements in various formats.

xiii. Preparation of materials in English/Hindi/Gujarati as defined by the task & objective. However, for other national & international languages, separate terms will be defined.

xiv. Supervision of the making/printing of all work; providing specification of all creatives and guidance on use of relevant & necessary materials.

xv. Any other relevant work that may be assigned from time to time.

**Note:** 1) Media buying/planning, PR activities, Printing, Web programming, etc. are not part of the scope of this tender and hence agencies dealing exclusively with such activities won’t be eligible for the tender. Dummies will have to be provided, if & as required, but no extra cost will be paid for the same.

2) Project Outline & Detailed Methodology proposed as per ANNEXURE A. Response to tender to include a detailed GANTT chart that captures overall timelines including presentation and review milestones, design delivery dates and dependencies.

### II. Digital – Audio Visual:

i. Formulating of promotional film of about 5 to 7 minutes.

ii. Preparation of TV Commercial of 30 to 45 seconds from and along with the film mentioned above.

iii. Animated Videos for Social Media platforms.

iv. Walk through.

v. Flash & MPEG presentations

vi. Ring tones, Caller tunes, etc.

**Note:** Excludes execution cost.
11. Financial Proposal

Submission to be made online on the website https://dicdl.nprocure.com in the prescribed format therein:

Bill of Quantities (BOQ)

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Item and Location / Collateral</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate (Rs.)</th>
<th>Amount (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Branding and Creative (Artworks only; Excluding Printing and Execution)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Master Advertising Creatives &amp; Out of Home</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Photography &amp; Image Bank Creation for the Project (Atleast 10 professionally shot images commissioned specifically for the project and in-sync with approved creative route &amp; purchase of at least 15 high quality stock images from reputed international agencies for use on the project and related collateral that form a part of the scope)</td>
<td>Nos</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Hoarding &amp; Gantry Advertisement / Brand Campaign (10 nos. Master Creatives and 5 nos. Adaptations)</td>
<td>Nos</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Kiosk Adaptations</td>
<td>Nos</td>
<td>10</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>Print</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>All Ads including but not limited to Magazines, Newspapers, Journals, Newsletters, souvenirs, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>a</td>
<td>Creative</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Sr.</td>
<td>Item and Location / Collateral</td>
<td>Unit</td>
<td>Quantity</td>
<td>Rate (Rs.)</td>
<td>Amount (In Rs.)</td>
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<tr>
<td>i</td>
<td>Full page – Master Creatives</td>
<td>No.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>Qtr. Page (Adaptation of Master Creatives)</td>
<td>No.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>Half Page (Adaptations of Master Creatives)</td>
<td>No.</td>
<td>5</td>
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</tr>
<tr>
<td>iv</td>
<td>Less than Qtr. Page (Adaptations of Master Creatives)</td>
<td>No.</td>
<td>5</td>
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</tr>
<tr>
<td>b</td>
<td>Non – Creative ads</td>
<td>No.</td>
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</tr>
<tr>
<td>i</td>
<td>Less than Qtr. Page</td>
<td>No.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>Qtr. Page</td>
<td>No.</td>
<td>5</td>
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<td></td>
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<tr>
<td>iii</td>
<td>Half Page</td>
<td>No.</td>
<td>2</td>
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<td></td>
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<tr>
<td>iv</td>
<td>Full page</td>
<td>No.</td>
<td>1</td>
<td></td>
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<td>B</td>
<td>Premium Master Brochures</td>
<td>Nos</td>
<td>2</td>
<td></td>
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<tr>
<td></td>
<td>Pages 12</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 for National &amp; 1 for International</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>C</td>
<td>Flyer Adaptation of Master Brochure</td>
<td>Nos</td>
<td>4</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Pages 6/8</td>
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<tr>
<td></td>
<td>For Visits, Seminars, Conferences, etc.</td>
<td></td>
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<tr>
<td></td>
<td>3 Nos. for National &amp; 2 Nos. for International</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Leaflet Adaptation of Master Brochure; pages 4</td>
<td>Nos</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Folders</td>
<td>Nos</td>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>F</td>
<td>Greeting cards</td>
<td>Nos</td>
<td>2</td>
<td></td>
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<tr>
<td>G</td>
<td>Calendars</td>
<td>Nos</td>
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<tr>
<td>H</td>
<td>Diaries</td>
<td>Nos</td>
<td>1</td>
<td></td>
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<td>3</td>
<td>Merchandise Suggestions (could be many different items)</td>
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<td>Sr.</td>
<td>Item and Location / Collateral</td>
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<td>Quantity</td>
<td>Rate (Rs.)</td>
<td>Amount (In Rs.)</td>
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<td>4</td>
<td>Standee Adaptation of Master Creatives (see A 1 a &amp; 2 A a l above)</td>
<td>Nos</td>
<td>15</td>
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<tr>
<td>5</td>
<td>Banner Adaptation</td>
<td>Nos</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Event Backdrops (One Master Grid and 5 adaptations)</td>
<td>Nos</td>
<td>6</td>
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<td>7</td>
<td>Poster adaptations</td>
<td>Nos</td>
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<tr>
<td>8</td>
<td>Display boards / Signages / Panels</td>
<td>Nos</td>
<td>20</td>
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<td>9</td>
<td>Press Kit</td>
<td>Nos</td>
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<td>10</td>
<td>Corporate Stationery System / Standard Grids</td>
<td>Nos</td>
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<td>11</td>
<td>External Communication – Master Template / Publication Grid with “Tone of Voice” guidance / reference copy for one adaptation</td>
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<td>Ambient Visual / Branded Feature / Architectural Adaptation</td>
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<td>Digital</td>
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<td>13a</td>
<td>Digital Banner Adaptation based on Print Campaign Master Creatives</td>
<td>Nos</td>
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<td>13b</td>
<td>Digital ads – Adaptations based on Print Campaign Master Creatives</td>
<td>Nos</td>
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<tr>
<td>13c</td>
<td>Website Listing ads</td>
<td>Nos</td>
<td>2</td>
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<tr>
<td>13d</td>
<td>Cinema ads – Adaptations based on</td>
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<td>Unit</td>
<td>Quantity</td>
<td>Rate (Rs.)</td>
<td>Amount (In Rs.)</td>
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<td>Website - Copy Writing, visual &amp; interactive design (UI-UX), three half-yearly updates incl. complete programming, testing, etc. of the updates</td>
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<tr>
<td>15</td>
<td>Mobile App (IOS &amp; android) - Copy adaptation, visual &amp; interactive design (UI-UX), three half-yearly updates incl. complete programming, testing, etc. of the updates</td>
<td>Nos</td>
<td>3</td>
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<td>Electronic Display ads Adaptations based on Print Campaign Master Creatives (Static / Slides)</td>
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<td>17</td>
<td><strong>Airport</strong></td>
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<tr>
<td>17a</td>
<td>Fixed Visual Adaptations / Scaled down versions of Hoarding/ Gantry creatives</td>
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<td>5</td>
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<td>Moving (Scroll) / “Trivision” Adaptation</td>
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<td>Promotional Film (Master approx. 5-7 min.)</td>
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<td>Jingles</td>
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<td>Caller Tunes</td>
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<td>20</td>
<td>Ring Tones</td>
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<td>Radio ads (approx. 30 secs.)</td>
<td>Nos</td>
<td>3</td>
<td></td>
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<tr>
<td>19</td>
<td>TVC of about 30 to 45</td>
<td>Nos</td>
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## Tender Document for Selection of Branding and Creative Agency for Dholera Industrial City Development Limited (DICDL)

<table>
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<tr>
<th>Sr.</th>
<th>Item and Location / Collateral</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate (Rs.)</th>
<th>Amount (In Rs.)</th>
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<td>20</td>
<td>seconds derived from footage in 17 c</td>
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<td>3D Walk through / AR including Professional Quality, High Definition Video Output, Voiceover, CAD Modeling and Animation of approx. 5 min. runtime; This may form an input for 17c and 19 above.</td>
<td>Nos</td>
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<td>Nos</td>
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**Subtotal A=**

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<th>Branding strategy</th>
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<tr>
<td>B</td>
<td>Branding &amp; Communication strategy finalization of a branding strategy for Dholera Industrial City. The different components of the branding Strategy may include all / as required components as mentioned in creative and branding</td>
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</tbody>
</table>

**Subtotal B=**

**Total Amount= (A+B)**

The above quote submitted is exclusive of service tax. Applicable service tax at the time of payment will be paid extra.
12. Draft Form of Contract

CONTRACT FOR

BRANDING & CREATIVE AGENCY FOR DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED (DICDL)

Between

______________________________
(Name of Client)

And

______________________________
(Name of Agency)

Dated:
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III. Special Conditions of Contract

IV. Appendices

Appendix A Description of the Services

Appendix B Key Personnel

Appendix C Duties of the Client

Appendix D Cost Estimates

Appendix E Letter of Award

Appendix F Joint Bidding Agreement (in case of JV)

Appendix G Format of Bank Guarantee for Performance Security
I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the _______ day of the Month of ____, 20_____, between, on the one hand __________________ (hereinafter called the “Client”) and, on the other hand _________, (hereinafter called the “Agency”).

[Note: If the Agency consists of more than one entity, the above should be partially amended to read as follows:

“…………(hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly severally liable to the Client for all the Agency’s obligations under this Contract, namely,____ and _____ (hereinafter called “Agency”)]

WHEREAS

(a) the Client has requested the Agency to provide certain creative services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

(b) the Agency, having represented to the Client that they have the required processional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) The General Conditions of Contract (hereinafter called “GC”);
(b) The Special Conditions of Contract (hereinafter called “SC”);
(c) The following Appendices:

[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix]

Appendix A: Description of the Services.
Appendix B: Key Personnel and Sub-Agency
Appendix C: Duties of the Client
Appendix D: Cost Estimates
Appendix E: Letter of Award
Appendix F: Joint Bidding agreement (in case of JV)
2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract; in particular

(a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and
(b) The Client shall make payments to the Agency in accordance with the Provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF THE CLIENT]

By
(Authorised Representative)

FOR AND ON BEHALF OF
[NAME OF THE AGENCY]

By
(Authorised Representative)

[Note: If the Agency consist of more than one entity, all of these entities should appear as signatures, e.g. in the following manner]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE AGENCY

[NAME OF THE MEMBER]

By
(Authorised Representative)

[NAME OF THE MEMBER]

By
(Authorised Representative)

[NAME OF THE MEMBER]

By
(Authorised Representative)

etc........
II. General Conditions of Contract

1.0 General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country [or in such other country as may be specified in the Special Conditions of Contract (SC)], as they may be issued and in force from time to time.

b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;

c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

d) “Foreign currency” means any currency other than the currency of the Government;

e) “GC” means these General Conditions of Contract;

f) “Government” means the Government of Client’s Country;

g) “Local currency” means the Indian Rupees;

h) “Agency” wherever mentioned in this Contract Agreement means the “Branding & Creative Agency” and includes sub-Agency or Associates engaged by the primary Agency.

i) “Member”, in case the Agency consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;

j) “Party” means the Client or the Agency, as the case may be, and Parties means both of them;

k) “Personnel” means persons hired by the Agency or by any Sub-Agency and or Associates as Employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Government’s Country, “Local Personnel” means such persons who at the time of being so hired had their domicile inside the Government’s Country; and “key personnel” means the personnel referred to in Clause GC 4.2 (a).

l) “PMNC” shall have the meaning Program Manager for New Cities.
m) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

n) “Services” means the work to be performed by the Agency pursuant to this contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in Scope of work and Bill of Quantities (BOQ). The approach and methodology to be adopted by the Agency for carrying out the assignment as Branding & Creative Agency may be modified depending on the requirements.

o) “Sub-Agency and or Associates” means any entity to which the Agency subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and

p) “Third Party” means any person or entity other than the Government, the Client, the Agency or a Sub-Agency.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Agency. The Agency, subject to this Contract, have complete charge of Personnel and Sub-Agency, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.
1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations whether in Government’s Country or elsewhere, as the Client may approve.

1.8 Authority of Member in Charge

In case the Agency consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Agency’ s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Agency may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Agency, Sub-Agency and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. Service tax as applicable shall be paid to the Agency while making payment for services rendered. The Agency shall then deposit the same with the tax authorities and provide a proof of having done so within next 90 days in line with policy circulars issued by Employer.

2.0 Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client’s notice to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Agency shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.
2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained. Each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-Agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Deleted

2.7.5 Deleted

2.7.6 Deleted

2.8 Suspension

The Client may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Agency (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1, terminate this Contract.

(a) if the Agency fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

(b) if the Agency become (or, if the Agency consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any
law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Agency fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;

(d) if the Agency submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Agency know to be false;

(e) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(g) if the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Agency (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

(h) Deleted

2.9.2 By the Agency

The Agency may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

(a) if the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue;

(b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the Client of the Agency' notice specifying such breach;
(c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

(a) such rights and obligations as may have accrued on the date of termination or expiration;

(b) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(c) the Agency’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and

(d) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Client, the Agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the Agency to the Client):

(a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Agency’s personnel and their eligible dependents.
2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.0 Obligation of the Agency

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

The Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Agency and or Associates, as well as the Personnel of the Agency and any Sub-Agency and or Associates, comply with the Applicable Law. The Client shall advise the Agency in writing of relevant local customs and the Agency shall, after such notifications, respect such customs.

3.1.3 Performance Security:

Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalised/ Scheduled Bank, within the 15 (fifteen) days from the date of issue of LOA, in form of a Bank Guarantee substantially in the form specified in this RfQ cum RfP. For the successful bidder the Performance Security will be retained by the Client until the completion of the assignment by the Agency and be released Six (06) months after the completion of the assignment. The aforesaid performance security shall be kept valid until the completion certificate is issued by the Client.

3.2 Conflict of Interests

3.2.1 Agency Not to Benefit from Commissions, Discounts, etc.

The Remuneration of the Agency pursuant to Clause GC 6 hereof shall constitute the Agency' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Agency shall not accept for their own
benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Agency shall use their best efforts to ensure that any Sub-Agency and or Associates, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

If the Agency, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Agency shall comply with any applicable procurement guidelines of the Client (Employer) and or Associates Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.2 Agency and Affiliates Not to engage in Certain Activities

The Agency agree that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, as well as any Sub-Agency and or Associates and any entity affiliated with such Sub-Agency and or Associates, shall be disqualified from providing goods works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

The Agency shall not engage, and shall cause their Personnel as well as their Sub-Agency and or Associates and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government’s country which would conflict with the activities assigned to them under this Contract; and

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Agency, their Sub-Agency and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

3.4 Liability of the Agency

Subject to additional provisions, if any, set forth in the SC, the Agency’ liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be Taken Out by the Agency

The Agency (i) shall take out and maintain, and shall cause any Sub-Agency to
take out and maintain, at their (or the Sub-Agency', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Deleted

3.7 Agency’ Actions Requiring Client’s Prior Approval

The Agency shall obtain the Client’s prior approval in writing before taking any of the following actions:

(a) appointing and Deployment of such members of the Personnel as are listed in Appendix B ("Agency' Sub-Agency' Key Personnel") merely by title but not by name;

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Agency and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Agency shall remain fully liable for the performance of the Services by the Sub-Agency and its Personnel pursuant to this Contract; and

(c) any other action that may be specified in the SC.

3.8 Reporting Obligations

The Agency shall submit to the PMNC the reports and documents specified in this agreement, in the form, in the numbers and within the time period.

3.9 Documents Prepared by the Agency to Be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the Client under this Contract shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Agency by the Client, or purchased by the Agency with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment
and materials, the Agency, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4.0 Agency' Personnel and Sub-Agency and or Associates

4.1 General

The Agency shall employ and provide such qualified and experienced Personnel and Sub-Agency as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Agency’ Key Personnel are described in Appendix B. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

4.3 Approval of Personnel

The Key Personnel listed by title as well as by name in Appendix B are hereby approved by the Client. In respect of other Key Personnel which the Agency propose, to use in the carrying out of the Services, the Agency shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Deleted

4.5 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the Client’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

5.0 Obligations of the Client

5.1 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or
reimbursable expenses incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.2 Deleted

5.3 Payment

In consideration of the Services performed by the Agency under this Contract, the Client shall make to the Agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

6.0 Payments to the Agency

6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable is set forth in Appendix D.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC.

6.2 Remuneration and Reimbursable Expenditures

(a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Client shall pay to the Agency (i) remuneration as set forth Appendix D

6.3 Currency of Payment

All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.

6.4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

(a) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Agency shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

(b) The Client shall cause the payment of the Agency periodically as given in schedule of payment above within Forty Five (45) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual
payment and costs authorized to be incurred by the Agency, the Client may add or subtract the difference from any subsequent payments.

(c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Agency to the Client within thirty, (30) days after receipt by the Agency of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(d) All payments under this Contract shall be made to the account of the Agency specified in the SC.

(e) A Fixed payment of 40% of the quoted sub-total (A) “Branding and Creative” of the Financial Proposal shall be paid to the Agency for the period of one year. The same shall be paid on monthly basis in equal installments. The amount paid against the fixed monthly payment shall be reconciled with the work completed as per Section A of Bill of Quantities in successive period of 4 months.

7.0 Fairness and Good Faith

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.0 Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract
which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.
III. Special Conditions of Contract

A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract

1.1(a) The words “in the Government’s country” are amended to read “in INDIA”

1.4 The language is: English

1.6.1 The addresses are:

Client: Address of Employer
Attention:
Telex:
Facsimile:

Agency: Address of Agency
Attention:
Telex:
Facsimile:

1.6.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.

1.8 The Member in Charge is: Member (P) Sh.

(Note: If the Agency consist of a joint venture of more than one entity, the name of the entity whose address is specified in SC 1.6.1 should be inserted here. If the Agency consist of one entity, this Clause 1.8 should be deleted from the SC).

1.9 The Authorised Representatives are:

For the Client: _________________________________

For the Agency: _______________________________

1.10 The Agency, Sub-Agency and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
2.1 The effectiveness conditions are the following:

i) Signing of the Contract by the Client.

2.2 The time period shall be one month or such other time period as the parties may agree in writing.

2.3 Signing of the Contract Agreement or such other time period as the Parties may agree in writing.

2.4 The time period shall be 12 months (with an option of annual extension up to a total of 36 months).

3.4 Limitation of the Agency’s Liability towards the Client

(a) Except in case of gross negligence or willful misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Services, the Agency, with respect to damage caused by the Agency to the Client’s property, shall not be liable to the Client:

i) for any indirect or consequential loss or damage; and

ii) Agency will maintain at its expenses; Professional Liability Insurance including coverage for errors and omissions caused by Agency’s negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Agency hereunder OR (B) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (A) or (B) is higher.

iii) The policy should be issued only from an Insurance Company operating in India.

iv) The policy must clearly indicate the limit of indemnity in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) and in no case should be for an amount less than stated in the contract.

v) If the Agency enters into an agreement with Employer in a joint venture or “in association”, the policy must be procured and provided to Employer by the joint venture/in association entity and not by the individual partners of the joint venture/association.

vi) The contract may include a provision thereby the Agency does not cancel the policy midterm without the consent of the Employer. The insurance company may provide an undertaking in this regard.
(b) This limitation of liability shall not affect the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Services.

(c) Professional Liability Insurance may be accepted for initially one year which shall be extended annually for five years. PLI shall be uniformly taken for a period of Six years.

3.5 The risks and the coverage shall be as follows

(a) Third Party liability insurance with a minimum coverage, of Rs. 5 lakhs for the period of consultancy.

(b) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.

(c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Agency and of any Sub-Agency, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

3.7(c) The other actions are:

(i) taking any action under a civil works contract designating the Agency as "Creative Agency", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.

3.9 The Agency shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

6.1(b) The amount payable Indian Rupee is: __________________________.

6.2(a) "Payments for remuneration made in accordance with Clause GC 6.2(a) in shall be adjusted as follows:

Agency shall be paid billing rates as per BOQ.

Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and override any other provision to the contrary in this agreement.

7. Fairness and Good Faith

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the
realization of the objectives of this Contract.

8. Settlement of Dispute

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

8.2 Dispute Settlement

8.2.1 Arbitration: In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Ahmedabad – India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.
IV. Appendices

Appendix A Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]
Appendix B  Key Personnel

[List under: B-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Personnel to be assigned]

B-2 Same information as C-I for Key local Personnel.

C-2 List of approved Sub-Agency [if already available]; same information with respect to their Personnel as in C-I through C-4]

Please refer TOR
Appendix C  Duties of the Client

As per RFP
Appendix D  Cost Estimates

List hereunder cost estimate (BOQ) in INR:
Appendix E  Letter of Award

(Letter of Award)
Appendix F     Joint Bidding Agreement (in case of JV)
Appendix G  Format of Bank Guarantee for Performance Security

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

Ref.: Bank Guarantee:

Date:

Dear Sir,

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

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

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

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Agency any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing.
whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the client may have in relation to the Agency’s liabilities.

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

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

WITNESS:

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

[Official Address] Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

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

The stamp papers of appropriate value shall be purchased in the name of bank which issues the ‘Bank Guarantee’. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.
ANNEXURE A - Project Outline & Detailed Methodology

The success of Dholera Industrial City will to a large extent be driven by the positive image of the development in the eyes of stakeholders especially those from the industry both in India and abroad. Perceptions will drive awareness, consideration and preference for this industrial city over all other competitive options. Thus the Dholera Industrial City brand will play a key role in influencing and shaping desired perceptions.

The methodology for developing a destination brand needs to be grounded in rigour, creativity and detailed & comprehensive visualization of multiple execution scenarios across potential media channels. The envisaged brand & communication strategy and visual design solution will have a powerful creative expression and can be easily implemented.

Selected agency should have / shall set up its own office in Ahmedabad/Gandhinagar to ensure regular co-ordination with the Client/PMNC.

Recommended methodology for branding Dholera Industrial City
What follows is a detailed explanation of each of the envisaged phases:

Phase 1: Foundation analysis

Objective
- To immerse in the business opportunity, conduct stakeholder interviews in India, & arrive at possible brand positioning spaces for Dholera Industrial City
- Delve deeper into the role of brand in driving the new city’s success

Activities
- Kick-off meeting with core client team (1/2 day workshop) followed by a detailed site visit
- Conduct a total of up to 20 stakeholder interviews with:
  - 3-4 DMIC, DMICDC and PMNC stakeholders
  - Up to 4-5 industry / investor stakeholders (India)
- Study visual and verbal communications strategies of competitive relevant benchmark destinations
- Compile a report outlining key learnings and opportunities for brand development in the context of scope and defined project objectives

Deliverables
- Comprehensive findings report that will inform brand & communication strategy development

Duration
- 4-5 weeks
Phase 2: Brand strategy – Positioning and References

Objective
- Based on the insights from Phase 1, to develop possible positioning strategies and the corresponding visual prototypes (look and feel across touch points). The existing logo for Dholera Industrial City may form the basis of the brand development and visual design process and this should be explored further during the concept development process.

Activities
- Develop three routes for brand positioning and bring them to life using reference prototypes/relevant adaptation examples.
- Each route with have a distinct thematic platform and look & feel demonstrated on at least 6 key applications, such as, website, mobile app, signage, brochure, reference advertising templates for newspaper / magazines and outdoor); the visualization at this stage is intended to give a glimpse on the future of the brand if activating that positioning route.
- Presentation of conceptual routes.
- Selection of a brand positioning route.

Deliverables
- Three brand positioning options with corresponding references and refinement of finalized route.
- Definition of overall marketing communications strategy and framework and validation of print, outdoor, digital and A/V media channels that need to be deployed.
- Preparation of a comprehensive summary of targeted audiences and key branded messages that will sync with these.
- Finalisation of brand execution / implementation plan.

Duration
- 6 weeks.
Phase 3: Brand identity and look and feel development

Objective
- To explore the best visual identity (look and feel+ graphic system) for the brand positioning selected for Dholera Industrial City

Activities
- Based on the selected brand positioning route, develop a broad range of identity concepts
- Final selection of look and feel system and collateral, applications adaptation routes

Deliverables
- Master artworks for look & feel system selected

Duration
- 3 weeks

Phase 4: Look & Feel extensions and detailed adaptation

Objective
- To extend the core visual language of the brand across all envisaged touch points that form a part of the scope

Activities
- Extend the visual language of the newly defined brand based on the approved positioning as well as look and feel Develop applications of the brand as per agreed scope which will be presented in required phases
- Final sign-off on the finalized list of collateral, adaptations and applications

Deliverables
- Master artworks / guidelines for all approved applications, as applicable

Duration
- 4-5 weeks

Objective
- To codify the brand positioning and the visual language in a manner that can be easily accessed by all partners and other implementation agencies that will need to work on the brand

Activities
- Final sign-off of manual and inclusion of any additional feedback

Deliverables
- Brand guidelines in PDF format with five colour hard copies for reference

Contents of the Brand Identity & Design Guidelines Manual to include:

51.2 Monochrome / Greyscale / B&W application
51.3 Primary Usage Guidelines
51.4 Exclusion Zones & Scaling - Clear space & minimum size
51.5 Misuse
51.6 Co-branding principles

52.0 Colour Specifications
52.1 Palette
52.2 Usage
52.3 Don’ts

53.0 Typography
53.1 Primary typeface
53.2 Secondary typefaces

554.0 Tone of voice
54.1 How we speak
55.0 Photography
55.1 Overview
55.2 Portraiture
55.3 Events
55.4 Objects
55.5 Environments
55.6 Don’ts
55.7 Building communications

56.0 Illustration
56.1 Overview
56.2 Brand illustration
56.3 Campaign illustration
56.4 Usage examples
56.5 Don’ts
56.6 Building communications

57.0 Graphic elements 7.1 Tables
57.2 Bar graphs
57.3 Pie charts
57.4 Standard icon style
57.5 How to build standard icons
57.6 Standard icon structure and minimum size
57.7 Infographic icon style
57.8 How to build infographic icons
57.9 Infographic icon structure minimum size
57.10 Large maps
57.11 Small maps

58.0 Digital applications
58.1 News EDM
58.2 Library EDM
58.3 Social media templates

59.0 Print applications
59.1 Overview
59.2 Typography usage
59.3 A4 letterhead
59.4 A4 portrait posters
59.5 A4 landscape posters
59.6 A5 flyer
59.7 DL brochures
59.8 Magazines
59.9 Corporate publications
59.10 Advertising
59.11 Flags, banners, Pennants
59.12 Wide format advertisement

510.0 Signage
510.1 Overview
510.2 Structure
510.3 LGA marker
510.4 Suburb marker
510.5 Place marker
510.6 Walkway / Promenade marker
510.7 Public Area marker with map
510.8 Street signage & Way-finding
510.9 Interim signage
510.10 Vehicle livery

511.0 Co-branding & sponsorship
511.1 Co-branded initiatives
511.2 Co-branded partnerships
511.3 Sponsorship
512.0 Co-branding & sponsorship
512.1 Monolithic/overt endorsement brand
512.2 Service lines
512.3 Look book
512.4 The exception: social media

513.0 Asset appendix
513.1 Business cards
513.2 Letterhead
513.3 Email signature

Duration
- 8-10 weeks