Jammu & Kashmir
Trade Promotion Organization (JK TPO)

Request for Proposal

For

Selection of Creative Agency for Managing the Media, Public Relations (PR) and Design Activities for Investment Promotion and Investor Facilitation Support to Government of Jammu & Kashmir for J&K Investor Summit -2019

Trade Promotion Organization (TPO)
Government of Jammu & Kashmir
Sanat Ghar, Bemina, Srinagar-190018
NOTICE INVITING TENDER ON TWO COVER BASIS

FOR


This RFP document is being prepared to provide details about scope of work, expectations from the agency, bidding procedure and can be downloaded from the website https://www.jktenders.gov.in/ or https://www.jksidco.org/. Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The tender document cost of Rs. 5,000/- is to be submitted vide crossed demand draft on any Nationalized bank/Scheduled Bank in favor of “Trade Promotion Organization (TPO), Jammu & Kashmir” payable at Srinagar / Jammu.

Issued by

Sd/-
The Managing Director
Trade Promotion Organization
Sanat Ghar, Bemina, Srinagar-190018
Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidder(s) by the Trade Promotion Organization (TPO), Government of Jammu & Kashmir herein after referred to as Organization, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the Organization, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

Organization, their employee and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Organization may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.
# Fact Sheet

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of Issue of Tender Notice</td>
<td>13.06.2019</td>
</tr>
<tr>
<td>2.</td>
<td>Period of Downloading Bidding</td>
<td>13.06.2019 To 04.07.2019</td>
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<td>3.</td>
<td>Bid Submission Start Date</td>
<td>13.06.2019</td>
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<td>4.</td>
<td>Pre Bid Meeting on</td>
<td>21.06.2019</td>
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<td>5.</td>
<td>Bid Submission End Date</td>
<td>04.07.2019 5 PM</td>
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<td>6.</td>
<td>Deadline for Receiving the hard copy (on final DD &amp; EMD ) and other relevant documents</td>
<td>06.07.2019 5 PM</td>
</tr>
<tr>
<td>7.</td>
<td>Date &amp; Time of Opening of Technical Bid by</td>
<td>08.07.2019 11 AM</td>
</tr>
<tr>
<td>8.</td>
<td>Last date for receiving queries</td>
<td>25.06.2019 Email:<a href="mailto:jktpo2019@gmail.com">jktpo2019@gmail.com</a>, <a href="mailto:mdsidco@rediffmail.com">mdsidco@rediffmail.com</a></td>
</tr>
<tr>
<td>9.</td>
<td>Response to queries by</td>
<td>27.06.2019</td>
</tr>
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<td>10.</td>
<td>Technical Presentation on</td>
<td>28.06.2019</td>
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<td>11.</td>
<td>Financial Bid Opening</td>
<td>Shall be intimated Separately</td>
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<td>12.</td>
<td>Letter of Award / Intent</td>
<td>Shall be intimated</td>
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<td>13.</td>
<td>Project Start Date</td>
<td>Shall be intimated to bidder</td>
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<tr>
<td>14.</td>
<td>Cost of Tender (Demand Draft)</td>
<td>INR 5000 (Rupees Five Thousand Only)</td>
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<td>15.</td>
<td>Earnest Money Deposit (CDR)</td>
<td>INR 5,00,000 (Rupees Five Lakhs Only)</td>
</tr>
<tr>
<td>16.</td>
<td>Performance Bank Guarantee</td>
<td>05% of the Total Consultancy Fees of the selected bidder</td>
</tr>
<tr>
<td>17.</td>
<td>Website for Tender Documents</td>
<td><a href="https://www.jktenders.gov.in/">https://www.jktenders.gov.in/</a> or <a href="https://www.jksidco.org/">https://www.jksidco.org/</a></td>
</tr>
<tr>
<td>18.</td>
<td>Method of Selection</td>
<td>QCBS 70:30</td>
</tr>
<tr>
<td>19.</td>
<td>Contact Details for any queries wrt EOI/RFP</td>
<td>Managing Director, Trade Promotion Organization, Government of Jammu &amp; Kashmir” Sanat Ghar, Bemina, Srinagar Phone: 0194-2493626 Fax – 2493612 email:<a href="mailto:jktpo2019@gmail.com">jktpo2019@gmail.com</a>, <a href="mailto:mdsidco@rediffmail.com">mdsidco@rediffmail.com</a></td>
</tr>
</tbody>
</table>

**Note:-**

1. Organization reserves the right to change any schedule of bidding process. Please visit the Organization website regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.
CREATIVE AGENCY FOR MANAGING THE MEDIA, PUBLIC RELATIONS (PR) & DESIGN ACTIVITIES FOR JAMMU & KASHMIR GLOBAL INVESTORS MEET 2019

1. Introduction

Jammu & Kashmir is a hilly State situated in the northern part of the country. The State is bordered by Himachal Pradesh on South-East, Punjab on South, China on the East and Pakistan on the West. Located in the Himalayan Mountains, Jammu & Kashmir is known for its scenic beauty. Being a hilly state, Jammu & Kashmir has a varied climate that changes with altitude. The climate ranges from warm and sub-humid tropical at low altitudes to cold and icy at high altitudes. There are three main seasons: winter from October to February, summer from March to June and rainy from July to September.

It is one of the fastest growing States of the country. With congenial industrial climate, progressive and promotional steps taken by the State Government, Jammu & Kashmir has attracted huge investments in various industrial sectors. Besides this, Tourism, Agriculture/ Horticulture also play a significant role in the state’s economy. State is also known as the fruit bowl of the country.

With two perennial rivers flowing through the state, Jammu & Kashmir has the potential to contribute 20% to India’s hydropower potential. The State has an estimated hydropower potential of over 17,000 MW.

The State Government has also developed appropriate infrastructure for inclusive development which includes a provision of public utility services, roads, communication network, airports, transport facilities, water supply and civic amenities, among others.

The State has identified focus areas; Food Processing, Horticulture, Herbal & Aromatic, Tourism & Hospitality, Healthcare & Wellness, Pharmaceuticals, Automobiles, IT& ITES, Hydro, Renewable Energy, Biotechnology for expediting industrial development in the state.

The State Government has planned to host Global Investor Meet 2019 – Rising Jammu & Kashmir at Jammu and Srinagar in the month of October-2019. The selected Event Partner needs to manage the full event as per mentioned scope of work to the best industry standard.
2. Objective

Trade Promotion Organization (TPO), Government of Jammu & Kashmir in its endeavor to promote industrial activity in the State and establish Jammu & Kashmir as one of the prime investment destinations, has concrete plans to create awareness among existing and prospective entrepreneurs about the current incentives and facilities being offered by Government of Jammu & Kashmir for facilitating Investment. In this backdrop, the state has planned to participate in and organize events, conferences, mini conclaves, road shows, business development meets, G2B meets etc. The objective of this RFP is to call/ request for proposals to engage a reputed media and design agency for the scope of work mentioned in this RFP for selection of Media, PR & Design Agency for the Jammu & Kashmir Global Investors Meet of Government of Jammu & Kashmir. The RFP document provides the Scope of Work, terms and conditions including evaluation criteria, suggested response formats etc.

The Media partner services shall be valid from the issuance of LoI to one month post event or end of financial year whichever is earlier. Timelines and important information is mentioned as under:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sale &amp; RFP Document Purchase Price</td>
<td>Rs. 5,000/- (Rupees Five Thousand Only) in the form of Demand Draft from a Nationalized bank/ scheduled bank in favour of “Trade Promotion Organization (TPO), Government of Jammu &amp; Kashmir” payable at Srinagar</td>
</tr>
<tr>
<td>2</td>
<td>Date and address of pre bid queries</td>
<td>Refer to Fact Sheet</td>
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<tr>
<td></td>
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<td>Trade Promotion Organization (TPO), Sanat Ghar, Bemina, Srinagar-190018.</td>
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<tr>
<td>3</td>
<td>Last date for submission of written queries for clarifications</td>
<td>Refer to Fact Sheet</td>
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<tr>
<td>4</td>
<td>Uploading of response to clarifications</td>
<td>Refer to Fact Sheet</td>
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<tr>
<td></td>
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<td>The pre bid clarification will be hosted on the following website: <a href="https://www.jktenders.gov.in/">https://www.jktenders.gov.in/</a> or <a href="https://www.jksidco.org/">https://www.jksidco.org/</a>.</td>
</tr>
<tr>
<td>5</td>
<td>Last date (deadline) for submission of bids and Address</td>
<td>Refer to Fact Sheet</td>
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<td></td>
<td>Trade Promotion Organization (TPO), Sanat Ghar, Bemina, Srinagar-190018.</td>
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<td>Note:- Any request for extension of submission deadline will not be entertained.</td>
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<td></td>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs. 5,00,000/- (Rupees Five Lakh Only) in the form of bank guarantee from a Nationalized bank/ schedule bank in favour of “Trade Promotion Organization (TPO), Government of Jammu &amp; Kashmir” valid for 60 days from the date of submission of the bid.</td>
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<td>7</td>
<td>Bid Validity period</td>
<td>Sixty days (60 days) from the last date for submission of the proposals.</td>
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<tr>
<td>8</td>
<td>A. Opening of Technical Bids</td>
<td>Refer to Fact Sheet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Trade Promotion Organization (TPO) Sanat Ghar, Bemina, Srinagar-190018.</td>
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<tr>
<td></td>
<td>B. Venue of Technical presentation and financial presentation</td>
<td>Would be conveyed before the opening of technical bids.</td>
</tr>
<tr>
<td>9</td>
<td>Place, Time and date of opening of financial proposals received in response to the RFP notice</td>
<td>Refer to Fact Sheet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Venue:- Trade Promotion Organization (TPO), Sanat Ghar, Bemina, Srinagar-190018..</td>
</tr>
<tr>
<td>10</td>
<td>For any further clarification, contact person</td>
<td>Managing Director, “Trade Promotion Organization, Government of Jammu &amp; Kashmir” Sanat Ghar, Bemina, Srinagar Phone: 0194 – 2493626 and emailed to : <a href="mailto:jktpo2019@gmail.com">jktpo2019@gmail.com</a>, <a href="mailto:mdsidco@rediffmail.com">mdsidco@rediffmail.com</a></td>
</tr>
</tbody>
</table>

Request for Proposal (RFP) can be downloaded from the following websites https://www.jktenders.gov.in/ or https://www.jksidco.org/

3. Eligibility Criteria

Eligibility requirements for the Consultant

The bidder must possess the prior experience of executing similar assignments and technical know-how and the financial wherewithal that would be required to successfully provide the services for “Selection of Media Partner for Investment Promotion and Investor Facilitation Support to Government of Jammu & Kashmir” and related/ support services sought by the Trade Promotion Organization (TPO), Government of Jammu & Kashmir for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders. Main requirements for the proposal are as under:-
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Requirements</th>
<th>Documentary Evidence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Entity</td>
<td>The bidder should be a single Business Entity. (Any kind of consortium is not allowed). For the purpose of this Invitation for RFP document, a Business Entity shall mean accompany registered in India under the Companies Act 1956, or a partnership</td>
<td>Certificates of Registration/Incorporation</td>
</tr>
<tr>
<td>Criteria</td>
<td>Requirements</td>
<td>Documentary Evidence</td>
</tr>
<tr>
<td>Financial Capacity and Project Experience</td>
<td>The bidder should have organized Media events for Central or State Governments with the minimum fee value of Rs. 50 Lakh per event at least in the last five years. (Atleast 2 similar events)</td>
<td>Certificate from statutory auditor /audited financial statements for the three previous financial years.)</td>
</tr>
<tr>
<td>Blacklisting</td>
<td>The Bidder should not have been blacklisted/ banned/debarred/ under investigation by any State Government or Central Government entity / PSU in the last 5 years</td>
<td>Self-certification. False certification and/or nondisclosure will lead to forfeiture of the EMD and disqualification from the evaluation process and blacklisting by the State of Jammu &amp; Kashmir</td>
</tr>
<tr>
<td>Consortia/Tie Ups/ JVs / Subcontracting of any kind</td>
<td>Not permitted</td>
<td>Would lead to automatic disqualification.</td>
</tr>
</tbody>
</table>

Note:- Technical & Financial selection criteria has been mentioned separately in the tender documents.

4. Instruction to Applicants/Bidders

4.1 (a) Pre bid queries

i. The prospective bidders may submit any queries through e-mail for clarification by the date mentioned in the schedule. The clarifications may be solved and posted on the website as per schedule.
4.1 (b) Bid Submission

Submission of Proposal should be addressed to: Managing Director, Trade Promotion Organization, Government of Jammu & Kashmir, Sanat Ghar, Bemina, Srinagar-190018.

- All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters: REQUEST FOR PROPOSAL FOR SELECTION OF CREATIVE AGENCY FOR MANAGING THE MEDIA, PUBLIC RELATIONS (PR), AND DESIGN ACTIVITIES FOR JAMMU & KASHMIR GLOBAL INVESTORS MEET 2019 FOR TRADE PROMOTION ORGANIZATION (TPO), GOVT. OF JAMMU & KASHMIR.

General Instructions

- The selection shall be on the Quality Cum Cost Basis Selection (QCBS) based on the final weighted score.
- The creative agency shall provide a qualified servicing and creative team for undertaking the work. The team would work closely with the Organization and should be available onsite in Srinagar/Jammu as required.
- The Agency shall propose team consisting of staff / experts to take care of all aspects of the assignment.
- All contents of the Proposal should be clearly numbered, indexed and arranged in a sequence and shall be bound firmly.
- The 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.
- The proposals shall be signed and submitted by the Authorized Signatory of the Agency. In the Technical Proposal there shall be a letter of authorization/written power of attorney
- Validity of the proposal shall be 120 days from the last date of submission of the proposal.
- Clarifications may be sought only in pre-bid and no queries shall be entertained thereafter.
- Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.
• **Earnest Money Deposit**
  - An Earnest Money Deposit of INR 5.00 Lakhs in the form of DD/FDR/Bank Guarantee in favor of Managing Director, Trade Promotion Organization (TPO), Government of Jammu & Kashmir.
  - Proposals received without the Earnest Money Deposit will be summarily rejected.
  - Trade Promotion Organization (TPO) shall not be liable to pay any interest on the Earnest Money Deposit. The amount shall, however, be returned to unsuccessful applicants after the work order is issued to the successful applicant.

• **Performance Bank Guarantee/FDR**
  Bank Guarantee/FDR of 5% of the contract value towards Performance Security shall be submitted to the Organization within 7 days from the date of LoA in favour of Trade Promotion Organization (TPO), Government of Jammu & Kashmir, payable at Srinagar. The validity of Performance Guarantee shall be 6 months. Upon expiry of the agreed engagement period the bank guarantee will be handed over within 45 days.

<table>
<thead>
<tr>
<th>S No.</th>
<th>Proposed Position</th>
<th>Number</th>
<th>Qualification</th>
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<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
<td>1</td>
<td>Post Graduate in Mass Communication/ Mass Media/ Media/ Advertising/ Branding/ Public Relations/ Journalism/ Design/ Animation/ Graphics with at least 12 year experience Experience in developing and executing media strategy, brand promotion, branding &amp; marketing of event and organizing public relation activities, conceptualization, design and development of creative knowledge products Experience in leading teams for Media, PR &amp;</td>
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<tr>
<td>No.</td>
<td>Role</td>
<td>Education</td>
<td>Experience Details</td>
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<td>2</td>
<td>Team Leader</td>
<td>Post Graduate in Mass Communication/Mass Media/Media/Advertising/Branding/Public Relations/Journalism/Design/Animation/Graphics with at least 10 year experience</td>
<td>Experience in developing and executing media strategy, brand promotion, branding &amp; marketing of event and organizing public relation activities, conceptualization, design and development of creative knowledge products Experience in leading teams for Media, PR &amp; Design projects</td>
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<tr>
<td>3</td>
<td>Media Expert</td>
<td>Post Graduate in Mass Communication/Mass Media/Media/Advertising/Branding/Public Relations/Journalism with at least 5 year experience</td>
<td>Expertise in implementing effective Social Media campaigns Experience in developing and executing Media Strategy, Brand Promotion, Branding &amp; Marketing of event and organizing Public Relation Activities</td>
</tr>
<tr>
<td>4</td>
<td>Design Expert</td>
<td>Graduate / Post Graduate in Design/Animation/Graphics with at least 3 year experience</td>
<td>Experience in conceptualization, design and development of creative knowledge products. Experience in preparation of press releases, news articles, messages, write-ups, articles, features in Hindi &amp; English Experience in development of Social Media</td>
</tr>
</tbody>
</table>
• Submission of Proposal with Covering Letter
  • The shortlisted bidder shall submit the proposal along with the covering letter (format attached in appendix V)
  • The proposal shall include Technical Proposal only containing all the requisite documents (to be submitted in hard copy as well as in soft copy online) and Financial Proposal (to be submitted online only).
  • Technical proposal shall not contain any financial details. Technical proposals should be sealed in envelope.
  • The proposals (Technical) will be sealed in single envelope clearly mentioning “Technical” which will bear the address of Managing Director, Trade Promotion Organization (TPO) and the name and address of the Applicant.
  • EMD & Tender Fee instruments shall be placed in Technical Envelope also including all the requisite documents.

• If the envelope is not sealed and marked as instructed above, Organization of Industries and Commerce assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

5. Team Composition

The team for the engagement should comprise of both on-site and offsite team members. The on-site team should consist of three team members (Team Leader, Media Expert, Design Expert) who should be stationed full time at the Trade Promotion Organization (TPO), Government of Jammu & Kashmir office in Srinagar. The on-site team should be supported by the other team members for the timely completion of the activities and deliverables finalized in consultation with the Trade Promotion Organization (TPO). The Designer (if resource is different from the proposed team above) who will be doing the design work for collaterals, knowledge content, brochures, videos etc. needs to be stationed at Srinagar full time. Media Partner should also have a professional translator to translate content from English to vernacular languages & vice versa.
The Agency shall place the project team at Trade Promotion Organization (TPO) as per requirement of Organization and tasks before hands. If at any point in time, the Organization feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 2 weeks. The Agency is not expected to change the team from what is proposed as a part of the response to this RFP. However if a resource needs to be changed due to unforeseen circumstances, the Agency need to give it in written to the Client and only upon agreement, the replacement may be carried out. Media, Public Relations& Design Agency is responsible to ensure 6 months deployment for each resource at the Trade Promotion Organization (TPO), Srinagar, Jammu & Kashmir as per the provisions of this RFP.

6. Scope of work
The Scope of Work for the engagement will consist of managing the Media, Public Relations (PR) & Design activities for the road shows (domestic and international), mini conclaves, Jammu & Kashmir Global Investor Meet 2019, any event proposed to happen 3 months post Investor Meet, event as highlighted in the scope of work below.

Media Strategy & Management:
1. Conceptualize and develop Media and Promotional Strategy.
2. Develop a communication plan that conceptualizes and develops positive storyboards on the State and showcase them nationally & internationally.
3. Plan & Strategize Media Campaigns across Electronic & Print media. The media campaign plan with deliberations on TRP rating, Newspaper Circulation/readership etc. so that the plan can be effectively executed.
4. Plan & Strategize on Outdoor Campaigns. The outdoor campaign plan with deliberations on identification of places such as Golf Courses, 5 Stars hotels, Premium Clubs etc. to put the hoardings & Standees so that hoarding/banners/standees etc. might be placed so as to achieve maximum publicity.
5. Media Planning in coordination with the Organizations concerned to ensure high visibility in print, outdoor, electronic media.
6. Maximize Publicity for the event in Regional, National and International Media
7. Establish a 24X7 press office, 30 days before the event in Srinagar/ Jammu.
8. Provide Strategy for the Jammu & Kashmir Global Investors’ Meet 2019 campaign, including, but not limited to:
   a. Step wise detailed plan for the Jammu & Kashmir Global Investors’ Meet 2019
   b. The entire budgeting for the plan (with details and justification)
c. Media spread for the Plan (variable media mix)
d. Frequency of releases in variable media vehicles depending upon the stage of Jammu & Kashmir Global Investors’ Meet 2019 campaign
e. Execution of the finalized media plan (plan to be finalized in consultation with the Organization and National Partner & Knowledge Partner to the Organization)
f. Ensure adequate Media Coverage of the State and the Event in the Regional, National and International Media.

Scope of Work for Social Media

Social Media Services should include:

1. Design / Launch of Website for J&K TPO and its Role.
2. Design/ Develop / Launch/ Update for J&K Investors Summit Website along with its content management and integrate with social media handles. Daily updates about industrial Policy, Sectoral Policies, Online Registration of dignitaries / Govt. officials/ speakers/invitees / delegates, Investible Projects, Road Shows, MOU’s and other important activities, interactions as suggested by the State Govt. / National Partner.
3. Develop a Facebook page or manage Organization Web page for investor meet to ensure regular updates -Facebook Marketing and Update Organization’s Website
4. Develop an Instagram page or manage Organization page for investor meet to ensure regular updates Instagram Management.
5. Develop a LinkedIn page or manage Organization page for investor meet to ensure regular updates – Linked In Management
6. Develop a Twitter page or manage Organization page for investor meet to ensure regular updates. Make connect with maximum business leaders, corporate employees, ensure live feed on twitter for all mini conclaves, roadshows and investor meet.
7. Youtube Marketing

Management of Social Media includes the following details:

1. Pull strategy – Engage by sharing useful information, discussions and giving readers a window-view of your company.
2. Push Strategy- Exclusive content are just a few ways to incentivize your social media marketing efforts.
3. Organic Social Media promotions of page and events.
4. Timely updation
5. Ads management
6. Comments Tracking and Responding
7. Creating Event Campaign
8. Boosting the fan count
9. Promotion of the page
10. Make page user friendly- Easy to find and easy to operate
11. Provide Creative and conceptual posts and gifs to make communication better
12. Analytics monitoring/Performance review

To reach more and more of the target audience, the following activities should be undertaken:

• Complete management- It should include the planning and organizing of the respective accounts in Facebook, Instagram, LinkedIn, Twitter and Youtube
• Daily Posts-The Daily posts can focus on brand Jammu & Kashmir’s image building and convey the messages of brand and also keep the TG engaged with context of audience awareness
• Engaging program- Regular content strategy discussions

• Media partner should have a professional translator to translate from English to vernacular languages & vice versa.
• Updation- Updating upcoming offers and information for the visitors
• Some innovative and interactive ideas for engagement of audience to the page
• Promoting the pages according to the target audience and region of target
• Boost posting of the creative to increase traffic on the page
• Weekly profile optimization
• Integration of Whatsapp with facebook
• Sponsored ads.

7. Public Relation Activities for the Meet:

1. Organizing interviews of Dignitaries/ Senior Government Officials/ Investors with leading business publications and News channels in consultation with the Knowledge Partner
2. Managing Media Relations and Networks and improving their interaction with the State about the event
3. Highlight any key news on Investment Intents, Announcements and Approvals in the State, both in National and International media before and after the event.
4. Coordinating features and advertorials in leading National and Business Publications
5. Organize Press conferences, Preparation of Press Releases, Press Reports, Press kit and co-ordination with Print and Electronic Media
6. Facilitate National Media Partnerships/ Alliances and manage crisis situations around the event.
8. Design & Development of Promotional Material:

1. Logo that includes diversities of Jammu & Kashmir and possibilities of investment/Mascot for the Event
   a. Minimum 5 different themes to be provided for logo selection
   b. Minimum 5 options to be provided for each theme.
   c. For each theme (rationale to be provided)
   d. Manage launch of Logo

2. Propose colour theme for the event

3. Promotional Videos: Video Films – four (two in English, two in Hindi) on Jammu & Kashmir using drones and other latest technologies for best locations, coverage of existing industry in Jammu & Kashmir, Hon’ble Governor’s address, Hon’ble Advisors any other as decided by State Government (Video length 1 to 3 minutes)

4. Teaser films (Video length 30 to 60 seconds)

5. State Pitch Video (Video length 6 to 8 minutes)

6. Sectoral Films on 06 focus sectors (Video length 3 to 5 minutes)

7. Design & development of TV Advertisements

8. Design & development of Newspaper Advertisements in Regional, National and International Media

9. Design & Development of outdoor advertisements such as hoarding/Banners & Standees

10. Background designs for the Stage

11. Souvenirs

12. Preparation of video clip summarizing the event

13. Brochures/Flyers/Booklet designing for the knowledge partner as per the requirement

14. Feeds for online media for hired agency

15. Availability of one to two officers of Media Partner immediately to be deployed at Srinagar Office after issuance of Letter of Award for Printing/Designing/Conceptualization of Promotional material.

9. Evaluation of Proposals

I. Organization shall constitute an Evaluation Committee to evaluate the proposals.
II. Evaluation Committee shall open the Proposals at the date & time specified in the RFP in the presence of the Applicants who choose to attend.

III. Proposals for which a notice of withdrawal has been submitted shall not be opened.

IV. The opening of Technical & Financial Proposals shall be done before the Evaluation Committee. The Organization will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

10. Technical Evaluation Criteria

Evaluation shall be done on following criteria and points will be allocated against each component.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Evaluation Criteria</th>
<th>Max Points</th>
<th>Supporting Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Experience of organizing Promotion events for a state/ country with campaign covering PR Activities, Designing / Production of Creatives / Commercials for various media including Print, TV, Radio, Outdoor, etc., in the last 5 years with an engagement value of atleast 10 lakh project. (6 marks for each engagement)</td>
<td>30</td>
<td>Letter of Award / Certificate from the Client showing the time period and contract value</td>
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<tr>
<td>2</td>
<td>Team Composition</td>
<td>25</td>
<td>Enclose CV as per format defined in the RFP with consent from the Proposed Personnel (40% marks for qualification, 60% for experience -6 projects)</td>
</tr>
<tr>
<td></td>
<td>Project Manager (1)</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Team Leader (1)</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Media Expert (1)</td>
<td>6</td>
<td>Enclose CV as per format defined in the RFP with consent from the Proposed Personnel (40% marks for qualification, 60% for experience - 5 projects)</td>
<td></td>
</tr>
</tbody>
</table>
Design Expert (1) & 6 & Enclose CV as per format defined in the RFP with consent from the Proposed Personnel (40% marks for qualification, 60% for experience -5 projects)

3. Experience of Organizing Global Investors Meets as a Creative Agency for managing the Media, Public Relations (PR) and Design Activities in a State. (5 marks per each Global Investors Meet, with max. of 10 marks) & 10 & Letter of Award/ Certificate from the Client showing the time period and contract value

4. Technical Presentation on J&KGis 2019
   Approach & Methodology:
   1. Experience of conducting similar events (Central or State Government) and proposed strategy for J&K – 10 Points
   2. Proposed Media & Marketing Strategy – 10 marks
   3. Experience in logo design, branding and proposed strategy for logo design – 5 marks
   4. Showcase of videos, advertisements prepared and strategy for J&K – 5 points
   5. Proposed Milestones for Marketing and Branding – 5 marks & 35 & The Technical Presentation Shall take Place before the Tender Committee.

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<tr>
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<th></th>
<th>100</th>
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</table>

Technical Proposal shall be submitted as per formats in Appendix I (Covering Evaluation Criteria Sl.No #1 and Sl.No#2) and in Appendix II (Covering Evaluation Criteria Sl.No #3)

Detailed Resumes of the Team members to be deployed on this project must be included along with the Technical Proposal as per the format in Appendix II.

Hard Copies of Technical Presentation (Evaluation Criteria Sl.No #3 need not be provided along with the Bid. However the same shall be submitted when Agencies are invited for Technical Presentation.

The Award shall be based on Quality cum Cost based Selection (QCBS)
11 Financial Evaluation

The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby technical proposal will be allotted weightage of 70% and financial proposal will be allotted weightage of 30%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest financial proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 50% marks in Technical Proposal evaluation shall be opened online and evaluated as per financial evaluation criteria.

If the number of prequalified applicants is less than 2 (two), the Organization may at its sole discretion prequalify the next Applicant, so that at least two applicants compete for the assignment.

The Financial Proposals shall be given scores as follows:

\[
S_f = \frac{100 \times F_m}{\text{Financial Proposal of Applicant under consideration}}
\]

1. **Fm**: Lowest financial proposal
2. **Sf**: Financial Score

For selection of Consultant, final ranking will be determined based on the combined total score for each consultant separately. This will be done by applying a weight of 0.70(or 70%) and 0.30 (or 30%) respectively to the technical and financial scores of each qualifying proposal.

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows: Total Score = (Te X 0.70) + (Sf X 0.30)

**Te**: Technical score.

Selection

The Applicant scoring the highest Total Score shall be declared as the “Selected Consultant”.

12. Selection

The Applicant scoring the highest Total Score shall be declared as the “Selected Agency”.

13. Financial Proposal

Applicants shall submit the financial proposal online only as per the BOQ on jktenders.gov.in. In the event of any difference between figures and words, the amount indicated in words shall prevail.
While submitting the Financial Proposal, the Applicant shall ensure the following:

1. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

2. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes, including GST, shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

14. Payment Schedule

The payment as specified in financial format Annexure -III as submitted by selected agency shall be made on a Monthly basis.

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Description</th>
<th>Payment as % of total contract value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization advance against bank guarantee</td>
<td>10.00 %</td>
</tr>
<tr>
<td>2</td>
<td>Per Month Payment (6 Months )</td>
<td>60.00 %</td>
</tr>
<tr>
<td>3</td>
<td>After Successful completion of engagement and Submission of project report</td>
<td>30.00 %</td>
</tr>
</tbody>
</table>

Instruction:

The Invoice will be submitted after every Month. The payment will be made within 15 days after submission of Invoice. The Selected bidder shall satisfactorily perform work as specified under the Tender to the Organization.

All travel expense outside Srinagar/Jammu for official purpose shall be paid directly or reimbursed by Organization, in such cases where arrangements are not being made by the Organization:
a. The travel expense (boarding and lodging) outside Srinagar/ Jammu for domestic and international road shows would be additional and will be paid extra based on the actual rate of economy class air-fare in case they are required to travel from Srinagar/ Jammu to anywhere in India and abroad. Other allowances will be payable at the rates admissible to class-1 officers of the State Government.

b. To claim reimbursement, onsite resources needs to submit the Travel Expense Claim to the Organization along with the relevant bills/vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority within two weeks from the date of return from the trip.

c. Submission of hotel bills is mandatory with the Travel Expense Claim.

d. For local travel during official visit within Srinagar/ Jammu, Consultants will make their own arrangements.

e. Team members should have their own laptops and other peripherals including mobile phone.

15. Terms and Conditions: Applicable Post Award of Contract 1 Termination

Clause a. Organization may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):

i. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Organization; or
ii. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or

iii. If the selected Bidder, in the judgment of the Organization, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

iv. If the selected Bidder commits breach of any condition of the Contract

v. If Organization terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

Termination for Default

a. Organization may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach)

b. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Organization; or

c. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of Service or any extension granted thereof; or

d. If the selected Bidder, in the judgment of the Organization, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

e. If the selected Bidder commits breach of any condition of the Contract

f. If Organization terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.
Termination for Insolvency

Organization may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Organization.

Termination for Convenience

a. Organization, by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Organization's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

b. In such case, Organization will pay for all the pending invoices as well as the work done till that date by the Consultant.

c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.

d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

Termination by Organization

a. The Organization may, by not less than 60 days' written notice of termination to the Technical Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such
notice of suspension or within such further period as the Organization may have subsequently granted in writing;

ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.

iv. The selected Bidder submits to the Organization a statement which has a material effect on the rights, obligations or interests of the Organization and which the selected Bidder knows to be false;

b. Any document, information, data or statement submitted by the in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

c. If the Organization would like to terminate the Contract for reasons not attributable to the selected Bidder’s performance, they will need to clear all invoices for the Services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.

d. If the Organization would like to terminate the Contract for reasons attributable related to the selected Bidder’s performance, the government will give a rectification notice for 3 months to the Agency in writing with specific observations and instructions.

Termination by the selected Bidder

a. The selected Bidder may, by not less than 60 days written notice to the Organization, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

i. Organization is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Technical Consultant may have subsequently agreed in writing) following the receipt by the Organization of the selected Bidder’s notice specifying such breach
ii. If there are more than 2 unpaid invoices and Organization fails to remedy the same within 45 days of the submission of the last unpaid invoice

iii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

iv. The Organization fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.

v. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Organization to the selected Bidder within 30 days of the Contract termination

16. Consequences of Termination

I. In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise, Organization shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

II. Nothing herein shall restrict the right of Organization to invoke the Organization Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available Organization under law or otherwise.

III. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

17. Liquidated Damages

I. Notwithstanding Organization’s right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week’s delay in the specified delivery schedule subject to a maximum of 10% of the value
of the contract. No Damage will be charged in case of force measure beyond control of the Bidder.

II. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

III. Organization reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by Organization to the Bidder. Liquidated damages will be calculated on per week basis.

IV. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Agency shall in no event exceed the total value of the fee received under this Contract.

18. Dispute Resolution Mechanism

I. The Bidder and the Organization shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

II. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

III. Matter will be referred for negotiation between Officers nominated by the Organization and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

IV. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. An mutually agreed arbitrator shall be appointed at Srinagar and proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

19. Force Majeure

I. Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Organization as the case may be which they could not foresee or with a reasonable amount of
diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

II. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.

III. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.

IV. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Organization shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

V. Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Organization will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

VI. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service
and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

20. Failure to agree with Terms and Conditions of the RFP
Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award and in that case the earnest money deposited by the bidder shall be forfeited by the Organization.
Appendix I – Technical Proposal Formats

FORM 1 – About the Organization (Not to exceed 5 pages)

FORM 2 - Turnover in each of the last 3 financial years (FY 2016-17 to 2018-19) in services related to developing Marketing Strategies, Creative Designing, Advertising, PR Activities, etc.

For the purpose of this criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered. (Certificate from Statutory Auditor is required – with turnover from the applicable services)

FORM 3 - Experience organizing Promotion events for a state/ country with campaign covering PR Activities, Designing / Production of Creatives /Commercials for various media including Print, TV, Radio, Outdoor, etc., in the last 5 years with an engagement value of at least one crore project.

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Project 1</th>
<th>Project 2</th>
<th>Project 3</th>
<th>Project 4</th>
<th>Project 5</th>
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<tbody>
<tr>
<td>Country &amp; Location</td>
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<td>Approx. value of the Contract</td>
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<td>Duration or completed assignment (months):</td>
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<td>Start / Completion Date</td>
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<tr>
<td>Name, Address and Phone No. of Client:</td>
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</table>

Kindly provide supporting documents such as contract/work order copy and completion certificate etc. Kindly provide satisfactory completion certificate from the client(s). Note: Please provide experiences of not more than 4 projects. If more than 5 experiences are submitted, only the first 5 project experiences would be considered)
Appendix II – Team Deployment Plan & Resume Formats

The Agency shall propose a team consisting of staff / experts to take care of all aspects of the assignment. The resumes of all the resources proposed to be deployed in the project must be included along with the Technical Proposal in the below format.

Team Deployment Plan:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name</th>
<th>Qualification</th>
<th>Relevant Experience</th>
<th>Designation in the Task Assigned</th>
<th>Proposed Project</th>
<th>Task</th>
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</table>

Resume Format:

1. Name
2. Educational Qualifications
3. Post qualification relevant experience in number of years
4. Area of Expertise
5. Details of Projects worked on with similar Scope of Work
Appendix III - Financial Proposal

FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)
(ONLY TO BE UPLOADED ONLINE)
BIDDERS SUBMITTING FINANCIAL PROPOSAL IN HARD COPY WITH TECHNICAL PROPOSAL WILL BE OUTRIGHTLY REJECTED

We the undersigned, offer to provide the services for the work cited under subject in accordance with your Request of Proposal dated----- 2019.

- Our Financial Proposal inclusive of Goods and Service Tax and is submitted strictly as per the form given in the BOQ OF JKTENDERS.GOV.IN

Notes:
A) The above includes all travel, lodging and other out of pocket expenses within Srinagar/Jammu; no extra claims above what has been mentioned in this section will be allowed during the engagement
B) All boarding and lodging expenses for any trip outside of Srinagar/Jammu for project related work to be reimbursed by the Client/Organization on actual in situations where the arrangement is not made by the Organization itself.
C) The same rates will be used for extending the scope of work or seeking more time/resources from the consulting firm.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to “Prevention of Corruption Act, 1988”, during the bidding process and execution of the contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive. We remain,

Yours faithfully,
(Signature, name and designation of the authorized signatory)
(Company Seal)

Note: The Financial Proposal is to be submitted strictly as per form given in the RFP
Appendix IV – Bank Guarantee Format

B.G. No. Dated:

In consideration of you, Trade Promotion Organization (TPO), Government of Jammu & Kashmir, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ---------------------------------------- (a company registered under the Companies Act, 1956) and having its registered office at -------- ---------------------And ------------------------ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for <> at <<>> (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Service agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at _______________________ and one of its branches (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clauses of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of INR. (Rupees only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and
payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR --------

3. This Guarantee shall be irrevocable and remain in full force for a period of 90 (ninety) days from the Bid Due Date inclusive of a claim period of 30 (thirty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and 21 shall continue to be enforceable till all amounts under this Guarantee have been paid.

4. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, 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.

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 Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for
conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents 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 Bidding Documents 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 22 hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to INR (Rupees Only). 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 on or before (indicate date falling 90 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms. its and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)
Annexure V: Proposal Covering Letter

Date: ………

To,
Managing Director, Trade Promotion Organization (TPO)
Sanat Ghar, Bemina,
Srinagar
Jammu & Kashmir - 190018

Dear Sir,
We ……………………….. (Name of the bidder) here by submit our proposal in response to notice Inviting tender date…………….. and tender document no…………………….. and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 120 days from the last date of submission of proposal, and
4. We are quoting for all the services mentioned in the tender.
5. Trade Promotion Organization (TPO), Srinagar may contact the following person for further information regarding this tender:
   a. Name and full address of office, Contact No., Email ID, Company Name
6. We are submitting our technical bid documents. Hard copy of the Proposal should also be submitted in form of original and a copy alongwith original DD of both EMD and Tender Document Fee.

Yours sincerely,
Signature
Full name of signatory Designation

Name of the bidder (firm etc.)