



**GOVT. OF INDIA  
MINISTRY OF AYUSH**

AYUSH Bhawan  
B Block, GPO Complex, INA Colony  
New Delhi – 110023

**REQUEST FOR PROPOSAL (RFP)  
ENGAGEMENT OF AGENCY  
FOR DEVELOPMENT OF  
BRAND BOOK FOR THE MINISTRY  
OF AYUSH**

**F.No - W.11013/2/2020-IEC****Table of Content**

<b>Section</b>	<b>Topics</b>	<b>Page No</b>
<b>Section I</b>	General	3
1	Schedule and critical dates	4
2	Procedure, terms and conditions	4-5
3	Eligibility conditions	6-7
3.1	Commercial conditions	8-9
4	Penalty clause	9-10
5	Preparation of Bid	10
6	Technical and Financial bid	10-11
7	Signing of Bid	11
8	Pre-Bid Queries	11
9	Method of evaluation and award of contract	11-12
10	Competent authority's right to vary items/activities at the time of award	13
11	Arbitration	13
12	Labour laws and safety measures	13
13	Applicable Law and jurisdiction	13
14	Insurance and medical	13
15	Indemnification	14
16	Force Majeure	14
17	Failure and Termination clause	14
18	Agency code of conduct and business ethics	15
<b>Section II</b>	<b>Scope for work / deliverable</b>	
1.1	Introduction	16
1.2	Scope of work	16-17
	<b>Annexures</b>	
1	Annexure 1: Technical Bid Format (Cover Letter)	18
2	Annexure 2: Financial Bid Format	19
3	Annexure 3: Evaluation Criteria (Technical)	20
4	Annexure 4: Compliance Sheet for Technical Proposal	21
5	Annexure 5: Power of Attorney format regarding authorized signatory	22
6	Annexure 6: Undertaking for Total Responsibility	23
7	Annexure 7: Undertaking duly signed by Authorized signatory for correct information supplied/submitted	24
8	Annexure 8: Notary attested Affidavit for Non-Blacklisting or Non Debarment	25
9	Annexure 9: Certificate for Turnover and Net Worth from CA	26
10	Annexure 10: Pre-BID Query Format	27

# SECTION - I

## GENERAL

Ministry of AYUSH Government of India, (herein after referred to as "MOA"), desires to engage a credible professional agency as a "Brand Book Agency" for development of brand style guide or a brand guide, among other similar terms. Essentially, it's the document that sets distinct guidelines for maintaining brand identity across all aspects of the working/functionality/ business of the Ministry. A Brand Book helps align different departments in communicating consistent messaging etc. The proposal / bids are invited from credible professional agencies/ firms, for this purpose. The scope of work to be taken by the agency has been broadly spelt out in **Section II**.

The agency/firm must have in-house production capability. All other requirements such as manpower, tools, applications, creative content etc. will have to be met by the Agency. Agency must have expertise in these activities. The entire data and intellectual property generated from the activity will be owned fully by the Ministry. The firm has the responsibility to store the same and provide it to Ministry of AYUSH as & when demanded. The firm will ensure data protection (secrecy) and ensure that no data is leaked to any person not authorized by the Ministry. In case of any such leak /breach of data, the entire legal, financial and other consequences will be borne by the firm/agency. All the real and virtual creations will be the property of Ministry of AYUSH and IPR will vest with Ministry of AYUSH. The agency/firm will also ensure that all the creations submitted by them to the Ministry are free of copyright and IPR encumbrances and any error and omission in this matter shall be sole responsibility of the Agency.

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## 1. SCHEDULE AND CRITICAL DATES

The tentative schedule and critical dates are shown below:

S.No.	Event	Days
1	Tentative date of uploading of RFP at E-Tender CPP portal	24/12/2020
2	Pre Bid Meeting	11/01/2021 @10:00AM
3	Last date of request of queries	13/01/2021 @05:00PM
4	Last date of response to queries	15/01/2021 @05:00PM
5	Last date of Submission of bids	15/02/2021 @05:00pm
6	Opening of technical bids and Presentation by the Agencies	17/02/2021 @12:00PM
7	Opening of Financial bids	19/02/2021 @10:00AM

1.1 The complete details for the RFP can be downloaded from Ministry of AYUSH's website <http://www.AYUSH.gov.in/> and Central Public Procurement Portal of Government of India at <https://eprocure.gov.in/eprocure/app>. Interested bidders are advised to regularly visit these websites in order to update themselves with regard to any change or additional information related to the tender.

1.2 The Ministry of AYUSH reserves the right to amend the document for RFP, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through Ministry of AYUSH's website from time to time for any updated information.

## 2. PROCEDURE, TERMS AND CONDITIONS:-

2.1 EMD in original has to be submitted in sealed envelope on or before last date of submission of bids to following address:-

The Under Secretary (IEC)  
R & I Section,  
Ministry of AYUSH,  
B Block AYUSH Bhawan,  
GPO Complex,  
INA, New Delhi -110023

2.2 The Tender of contractors who do not qualify the eligibility conditions shall be forthwith rejected and their financial bids shall not be opened. The price bid of contractors who are found eligible in pre-qualification & technical bid shall only be opened.

2.3 The EMD of INR 50,000/- in the form of Bank Draft/Pay Order (In the name of PAO, MOHFW) is required to protect the interest of Ministry of AYUSH against the risk of Bidder's conducted which would warrant forfeiture of the Bid Security.

A.i In terms of Public Procurement Policy of Micro & Small Enterprises/Guidelines of Govt. of India, the bidders may claim exemption from deposit of EMD provided the bidders upload the scanned copy of documentary proof / certificate in support of the claim for EMD exemption issued by the appropriate authority of Government of India along with the technical bid.

A.ii The bid shall also be regulated by the "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012" as amended from time to time to the extent of its applicability to this bid process.

- B. In case of any bidder who claim exemption of EMD in terms of Point above, modifies his offer or terms conditions thereof, after submitting his bid for any reasons whatsoever during the Bid process, without prejudice to the course of action as stipulated in the preceding EMD Clause, the case would be referred to the appropriate authority of Government of India for cancellation of the benefits issued to such bidder and initiating necessary action against the bidder.
- 2.4 All bids will remain valid for 180 days from the date of submission.
- 2.5 The Ministry of AYUSH reserves the right to solicit additional information from Bidders individually and collectively. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.
- 2.6 The Ministry of AYUSH reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meet the interest of the Ministry of AYUSH.
- 2.7 The Ministry of AYUSH also reserves the right to negotiate with the bidders placed as **H1 bidder** in the interest of the Government, subject to government rules and procedures in the matter.
- 2.8 The Ministry of AYUSH reserves the right not to accept bid(s) from agency (ies) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agencies/Vigilance Cell.
- 2.9 All information contained in the RFP document, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations / agencies.
- 2.10 The Agency selected will not use its name, logo or any other information/ publicity on content published on Brand Book of the Ministry of AYUSH.
- 2.11 All material, art work used in the Brand Book will be property of the Ministry of AYUSH. Content used for Brand Book must be copyright protected.
- 2.12 All the matter created for Brand Book will be right of Ministry of AYUSH and Intellectual Property Rights (IPR) will vest with Ministry of AYUSH
- 2.13 The timeline/schedule of deliverables will be decided as and when the requirement/task activities arise. Bidder should complete the job/activities as and when asked by the Ministry of AYUSH.
- 2.14 Bidders in joint venture, consortiums are not eligible to apply.
- 2.15 While digital or physical copies of documents may be submitted as specified in the initial stage of RFP, the originals thereof required for scrutiny at a later stage should be submitted when called for.

### 3. ELIGIBILITY CONDITIONS

The Bidders should fulfil the following eligibility conditions for participating in the Tender/Request for Proposal (RFP). The Bidders should enclose documentary evidence for fulfilling the eligibility conditions. It is the sole responsibility of the bidder for the smooth and timely execution of the assigned work.

Sr. No.	Broad Criteria	Basic Requirement	Specific Requirement	Documentary proof to be submitted
1	<b>Registered in India &amp; Indian Origin domain</b>	Mandatory Registration & Indian Origin Domain, Proprietary Company, LLP	<p>A) The bidder should be a reputed, reliable and well established Partnership Firm/Registered Society or a Company registered under the Companies Act, 1956/2013 and should have been in the business of “Brand Book Management &amp; Digital Marketing” for more than 3 years</p> <p>B) The bidder can be a Start-up organization with total annual turnover less than 25 Cr, incorporated for not more than 5 years as on date of proposal/bid submission.</p> <p>C) The bidder can be a Micro, Small &amp; Medium Enterprises</p>	<p>A) Documentary Proof (copy of incorporation Notary Attested)</p> <p>B) Certificate of incorporation and copy of DIPP approval or certificate Notary Attested.</p> <p>C) Copy of incorporation and MSEs certificate. Notary attested</p>
2	<b>Sole responsibility</b>	Undertaking (Mandatory)	Undertaking (self-declaration on letter head) of total responsibility for the trouble free operation.	Undertaking by authorised signatory on company letter head As per ANNEXURE 6
3	<b>Black listing / No conviction</b>	Mandatory Certifications	<p>1. Bidders should not have been blacklisted by any of the State or Central Government or any organization.</p> <p>2. Should not have been found guilty of any criminal offence by any Court of law.</p>	Duly signed & notary Attested Affidavit from the Bidder As per ANNEXURE 8
4	<b>Correct Information supplied in Bid</b>	Undertaking (Mandatory)	Undertaking by authorised signatory that the information submitted by them is correct and they will abide by the decision of Ministry of AYUSH. In case the information submitted by the firm is found to be false and / or incorrect in any manner, the firm can be suspended and / or debarred.	Undertaking (self-declaration on letter head) duly signed by Authorised signatory As per ANNEXURE 7

5	<b>Financial Worth</b>	Turn over	<p>A) The annual turnover of the agency for 2017 -18 and 2018-19 and 2019-20 respectively should be at least Rs. 1.5 Cr.</p> <p>B) For start-up organization the cumulative turnover of the agency for 2017 -18 and 2018-19 and 2019-20 respectively should be at least Rs. 2 Cr.</p> <p>C) For MSMEs, the annual turnover of the agency for 2017-18 , 2018-19 and 2019-20 respectively should be at least Rs. 1.2 Cr.</p>	<p>Balance Sheet (PL Statement), ITR copy of last three financial years. Notary attested</p> <p>Certificate in original from Company CA, certifying turnover and positive Net Worth <b>As per ANNEXURE 9</b></p>
6	<b>Tax details</b>	Tax registration/ clearance	<p>The bidder should have registered for</p> <p>(i) Service Tax</p> <p>(ii) PAN</p> <p>(iii) GST</p>	<p>Copies of the same (all three) <b>Self Attested</b></p>
7	<b>Power of Attorney</b>	Power of Attorney regarding authorise Signatory	Power of Attorney regarding Authorise Signatory	<b>As per Annexure 5</b>
8	<b>Experience &amp; Clientele list</b>	<p>Work Experience in branding.</p> <p>Engagement Details</p>	<p>The agency must have an experience of at least 2 years in brand management (except in the case of start-ups, where no duration of prior experience is prescribed as a condition).</p> <p>Bidder has to submit their clientele list. A list of clients to whom similar items and/or services have been supplied/provided in the past 2 years should be furnished with particulars like name of the organization, items supplied, quantity of items supplied, name, address &amp; phone number of contact person.</p> <p>Certificates from earlier clients for successful fulfilment of the project should be enclosed.</p> <p>Minimum three work orders each of value more than Rs 10 lakh in last two years</p>	<p>Copy of work orders or satisfactory work completion certificates clearly mention order value and project details from served client along with client list pertaining to brand management related work</p> <p>Along with Self-certification on Letter Head by authorised signatory</p>

**Note: All the documents submitted in Technical bid must be in compliance to Annexure 4 and other respective Annexures given in document**

### 3.1 COMMERCIAL CONDITIONS

Apart from the above, each bidder is required to fulfil the following terms and conditions: -

#### a) EARNEST MONEY

- (i) Each bidder is required to submit Rs. 50,000/- (Rupees Fifty Thousands only) as Earnest Money Deposit (EMD) in the form of Bank Draft / Demand Draft in favour of PAOMOHFW, New Delhi, payable at Delhi.
- (ii) EMD should be submitted before the last date for submitting Bid.
- (iii) Bid not accompanied with EMD shall summarily be rejected.
- (iv) No interest shall be payable by the Ministry of AYUSH for the sum deposited as Earnest Money Deposit.
- (v) No bank guarantee will be accepted in lieu of the Earnest Money Deposit.
- (vi) The EMD of the unsuccessful bidders would be returned after award of the contract.  
(EMD of the successful bidder shall be returned only after receiving the prescribed performance security)

#### b) PERFORMANCE SECURITY

- (i) Selected bidder will have to submit a Performance Security equivalent to 10% of the total contract value of job in the form of the bank draft/demand draft or bank guarantee from a scheduled nationalised bank in favour of "**PAO, Ministry of Health and Family Welfare**" New Delhi, within 10 days of issue of letter for performance security. Performance Security will remain valid even after 60 days beyond the satisfactory completion of job.
- (ii) The successful bidder has to renew the bank guarantee/draft on same terms and conditions for the period up to contract including extension period, if any.
- (iii) Performance Guarantee would be returned only after successful completion of job assigned to them after adjusting/recovering any dues recoverable/payable from/by the Agency on any account under the contract.

#### c) PERIOD for completion of the work

Ten weeks from date of issuance of work order.

#### d) PRICES

- (i) All the prices must be quoted in INR along with all applicable charges i.e. professional fee and applicable taxes, duties, etc. (if any).
- (ii) The agency has to ensure that the prices / rates quoted are all inclusive including the manpower support required for the project execution and continuous support during the entire contract period.
- (iii) No increase in the prices would be allowed during the contract period.

#### e) AMENDMENT OF TENDER DOCUMENT

At any time before the submission of bids, the MOA may amend the tender document by issuing an addendum/corrigendum in writing or by announcing it through its website. The addendum/corrigendum shall be binding on all the agencies. To give the Agencies reasonable time in which to take an amendment into account in their bids, the Ministry of AYUSH may, if the amendment is substantial, extend the deadline for the submission of bid.



#### **f) CONFLICT OF INTEREST**

- (i) The Agency is required to provide professional, objective and impartial advice and at all times hold the Ministry of AYUSH's interests' paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- (ii) Without limitation on the generality of the foregoing, Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting Activities:** An Agency or any of its affiliates, selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.

**Conflicting Assignment/job:** An Agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Agency to be executed for the same or for another Employer.

**Conflicting Relationships:** An Agency that has a business or family relationship with a member of the Ministry of AYUSH staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Ministry of AYUSH throughout the selection process and the execution of the Contract.

Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Ministry of AYUSH, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Agency fails to disclose said situations and if the Ministry of AYUSH comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment.

#### **g) PAYMENT**

The payment will be released to the agency after satisfactory completion of the work. No advance payment will be made. All payments shall be made in Indian Rupees.

#### **4. PENALTY CLAUSE**

- (i) The detail Service Level Agreement (SLA) will be signed with successful bidder. Any breach in SLA will lead to penalty and later termination of the contract. All the material like creatives, documents etc. prepared and developed by the bidder will be the property of the client. All designs, reports, other documents etc submitted by the bidder pursuant to this work order shall become and remain the property of the Client and the bidder shall not later than upon termination or expiration of this work order, deliver all such documents to the client, together with a detailed inventory thereof.
- (ii) If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfil any of the contractual obligations, the Ministry of AYUSH may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.

(iii) In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% of per week of the cost of contract value up to maximum of 10% of the contract value from the Agency. **Timeline:**

Sr. No	Deliverables	Timelines
1	Requirements gathering and understanding	T+ 2WK
2	Submission of draft	T+ 6WK
3	Submission of final Brand Book	T+8WK

#### **Termination of Contract:**

The Ministry of AYUSH will have the right to terminate the contract at any time without assigning any reason thereof without any prior notice.

## **5. PREPARATION OF BID**

All the bidders are requested to follow the instructions given below while submitting the bids. Proposal should be submitted in two bid basis.

## **6. TECHNICAL AND FINANCIAL BID**

Bids should be submitted as per the standard guidelines of e-procurement in English Only.

### **6.1 The Technical bid should have the following: -**

- (i) The bidder shall submit technical bid in prescribed format as given in **Annexure 1& 4**. Submission of the different type of Technical bid will result in the proposal being deemed non responsive.
- (ii) Compliance and documentary proof of eligibility condition spelt out in clause 3 of section I. Documentary proof sought in other clauses of this Tender Document should also be enclosed.
- (iii) Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. **Pages must be numbered consecutively within each section.**
- (iv) A point to point compliance and self-declaration for acceptance of terms and conditions of tender document.
- (v) Undertaking (self-declaration on letter head) of total responsibility for the trouble free operation.
- (vi) Undertaking (self-declaration on letter head) that the information submitted by them is correct and they will abide by the decision of Ministry of AYUSH. In case the information submitted by the firm is found to be false and / or incorrect in any manner, the firm can be suspended and / or debarred.
- (vii) All pages of the document submitted should be signed.
- (viii) Compliance and documentary proof of all eligibility condition as mentioned in tender document should be uploaded on e-Procurement portal.

## **6.2 The Financial bid must contain the following:**

- (i) The price quoted for Financial Bid format should not include the expenditure towards buying online advertisements on various websites and mailing services. These charges would be paid by Ministry of AYUSH to the agency on actual basis on production of authentic bills. Agency should inform regarding such expenditure well in advance.
- (ii) No price / rate variation / adjustment or any other escalation will be entertained.

## **7. SIGNING OF BID**

The original and all documents of the Bid shall be duly signed by the Bidder.

## **8. Pre-Bid Queries**

MoA shall hold a pre-bid meeting with the prospective bidders on 11/01/2021 at 10:00 AM at **Ministry of AYUSH, B Block AYUSH Bhawan, GPO Complex, INA, New Delhi -110023 or through VC.**

The Bidders shall have to ensure that their queries for Pre-Bid meeting are submitted by email only to email id ([iec-ayush@nic.in](mailto:iec-ayush@nic.in)) **with the following subject:-**  
**‘Pre Bid Queries on the RFP for Engagement of Agency for Development of Brand Book for MOA’**

The queries should necessarily be submitted in the format as per ANNEXURE 11

Note: MoA shall not be responsible for ensuring that they have received the bidders' queries. Any requests for clarifications post the indicated date and time or in any other format may not be entertained

## **9. METHOD OF EVALUATION AND AWARDS OF CONTRACT**

Bidders are requested to submit the all requisite documents as per Tender Document along with their bids; failing to which the bids are liable for rejection.

### **9.1 Evaluation of bids**

From the time the bids are opened to the time the contract is awarded, the agencies should not contact the Ministry of AYUSH on any matter related to its Technical and/ or Financial bid. Any effort by the agencies to influence the Ministry of AYUSH in the examination, evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the agency's bid. A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of an agency.

### **9.2 Criteria for Evaluation of Technical bid:**

Detailed technical evaluation shall be carried out along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any deviation.

The evaluation committee may call the responsive bidder(s) who comply with all terms and conditions of the tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation. However, the committee shall have sole discretion to call for discussion/presentation

The bidder should propose a solution for the optional items shown in the financial bid of the Tender Documents as per suitable process. The solution quality of the optional items would also be considered for evaluating the technical bid

### **9.3 Method of Selection:**

The Financial Bid of those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.

The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. MOA shall inform the date, place and time for opening of the Financial Bid.

80 % weightage will be awarded for Technical Evaluation and 20 % weightage will be awarded for Financial Evaluation.

Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the previous section.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

#### **Final Evaluation Criteria - Quality and Cost based selection (QCBS)**

The individual Bidder's commercial scores (CS) are normalized as per the formula below:

$F_n = F_{min}/F_b * 100$  (rounded off to 2 decimal places) Where,

$F_n$ = Normalized commercial score for the Bidder under consideration

$F_b$ = Absolute financial quote for the Bidder under consideration

$F_{min}$ = Minimum absolute financial quote

Composite Score (S) =  $T_s * 0.8 + F_n * 0.2$

The Bidder with the highest Composite Score(S) would be awarded the contract.

### **9.4 Negotiations:**

Normally there should be no post tender negotiations, it would be only on exceptional circumstances, if considered necessary and shall be held only with the Agency who shall be placed as H-1 bidder after combined evaluation of the Technical and Financial bids, as indicated above. This will be subject to Government rules and procedure in the matter. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Agency.

### **9.5 General:**

- a) Bids once submitted cannot be amended.
- b) Any Bid which does not quote for all items will be determined to be non-responsive and may be rejected
- c) The Agency shall not assign or sublet the contract or any substantial part thereof to any other agency, without written consent of the Ministry of AYUSH.
- d) Technical bids and financial bids will be opened, in the presence of Bidders' representatives (One for each bidder), who wish to be present.
- e) Conditional bids will not be accepted.

## **10. COMPETENT AUTHORITY'S RIGHT TO VARY ITEMS/ACTIVITIES AT THE TIME OF AWARD**

The Competent Authority shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. The Competent Authority will give such intimation to the successful Bidder, and additional cost/deduction in the Bid prices, based on the price schedule submitted by him, will be worked out with the Bidder. In case, the Bidder does not agree for such alterations, the Competent Authority will be free to award the contract to the next eligible Bidder.

## **11. ARBITRATION**

- (i) If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract the Ministry of AYUSH would appoint a sole arbitrator, which shall be accepted by the Agency. The decision of the arbitrator would be final and binding on both the parties.
- (ii) The Venue of the arbitration shall be at New Delhi. Subject to as aforesaid, the provision of the Indian Arbitration Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

## **12. LABOUR LAWS AND SAFETY MEASURES**

- (i) Agencies shall comply with all the provisions of labour law related legislation acts as enacted by Government from time to time and in case of any prosecution / penalty, consortium shall be liable for the same.
- (ii) Agencies shall be liable for payments of duties viz. P.F. E.S.I. etc. including any compensation payable under Workmen Compensation Act. Ministry of AYUSH shall have no responsibility or financial or other liabilities towards professional employed by agencies.
- (iii) Agencies will take all safety measures / precautions during the work. Any accident due to negligence / any other reason will be to consortium account.

## **13. APPLICABLE LAW AND JURISDICTION**

This contract, including all matters connected with this contract, shall be governed by the India laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

## **14. INSURANCE AND MEDICAL FACILITIES**

- (i) It is the responsibility of the agencies to ensure their staff and equipment against any exigency that may occur at site. Agencies will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. Ministry of AYUSH shall not be responsible for any such damages.

- (ii) Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the agencies.

## **15. INDEMNIFICATION**

- (i) Consortium shall at times indemnify and keep indemnified Ministry of AYUSH against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this work order.
- (ii) Consortium shall at all times indemnify and keep indemnified Ministry of AYUSH against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agencies) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.
- (iii) Consortium shall at all times indemnify and keep indemnified Ministry of AYUSH against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Agencies, in respect of their wages, salaries, remuneration, compensation or the hike.
- (iv) All claims regarding indemnity shall survive the termination or expiry of the work order.

## **16. FORCE MAJEURE**

- (i) For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of party.
- (ii) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, if any concluded, the relative obligation of the part affected by such force majeure lasts. The terms "Force Majeure" as implied here in shall mean acts of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organisation and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organisation shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.
- (iii) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

## **17. FAILURE & TERMINATION CLAUSE**

Time and date of delivery and period of execution shall be essence of the contract. If the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the Ministry of AYUSH may without prejudice to any other right or remedy available to him to recover damages for breach of the contract:-

- (i) Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the Clause 4 (Penalty Clause).
- (ii) Cancel the contract or a portion thereof by serving prior notice to the Agency.
- (iii) The Ministry of AYUSH may take a decision to cancel the contract with immediate effect and / or debar / blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the Ministry of AYUSH or take any other action as deemed necessary.

## **18. AGENCY CODE OF CONDUCT AND BUSINESS ETHICS**

The Ministry of AYUSH is committed to its 'values & beliefs' and business practices to ensure that Agency, will also comply with these principles.

### **18.1 Bribery and corruption:**

Agencies are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

### **18.2 Integrity, indemnity & limitation:**

Agencies shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the Ministry of AYUSH. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of the Ministry of AYUSH. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the Ministry of AYUSH or any entity thereof shall not have or incur any obligation in respect thereof. The Agency shall indemnify in respect of any loss or damage suffered by the Ministry of AYUSH on account of such fraud, misrepresentation or suspension of material facts. The agency will be solely responsible for the omission and commission of the employees deployed by them.

# SECTION II

## SCOPE OF WORK / DELIVERABLE

### 1.1 INTRODUCTION

A Brand Book can also be called a brand bible, a brand style guide or a brand guide, among other similar terms. Essentially, it's the document that sets distinct guidelines for maintaining brand identity across all aspects of the business. From designers to marketers to sales teams, a Brand Book helps align different departments in communicating consistent messaging.

### 1.2 SCOPE OF WORK

#### General

1. Agency will develop Brand Book for the Ministry of AYUSH in 8 weeks from date of work order.
2. Development & design of various components for the Brand Book as detailed further in this section.
3. Introduction- About the Ministry and Brand Book
4. Objectives
5. Vision
6. Mission
7. Culture, principles & values
8. Users and target audience /population
9. Key words & jargons
10. Tag lines
11. Character- For AYUSH and each system with design and name
12. Persona and personality
13. Voice & tone
14. Colours palette- It should also include colour names values, choice of primary secondary & alternative colours for AYUSH and different colour schemes and combinations for each system of AYUSH
15. Logo- General logo of Ministry, event logo, system wise logos, autonomous bodies/ statutory bodies logo and integration with logo of the Ministry and related AYUSH system
16. Typography
17. Print styles
18. Videos
19. Communication styles- messages, emails, letters, media ( press notes, advertising styles in print media and e advertising) , brochures, pamphlets, hoardings, stalls, exhibitions, bulletins, letter heads, visiting cards, presentations
20. Patterns and colour combinations background music for publicity videos of Brand Book communications
21. Website styles and colours
22. Mobile App styles and colours
23. Photography
24. Event management – All aspects like style, patterns, stage, backdrops, badges dress code etc,
25. Agency will make few options for each component and after approval from Ministry, it will be considered as approved.
26. The final BrandBook will be submitted in digital format in 5(five) copies in separate in Compact Disc (CD) or other specified medium. In addition, 10(ten) hardcopies of high quality will also be submitted.



### **1.3 Content Security and Prevention of Fraud**

The agency will be responsible for safety of contents and assets developed in Brand Book.

### **1.4 Legal matter, including copy-right of content**

Agency will have the responsibility of ensuring that all content featured/published on the basis of this assignment is free of legal encumbrances including of copy-right issues. The Ministry of AYUSH will not have any responsibility in this matter.

### **1.5 Assistance to be provided by the Ministry of AYUSH would be as under:**

- (i) Provide the necessary information required for development of Brand Book.
- (ii) The IEC Division of the Ministry of AYUSH will provide relevant (basic information/pictures/approvals) content as available from time to time.
- (iii) Assist in obtaining any other permissions / information if required.
- (iv) All Intellectual Property shall belong to the Ministry of AYUSH exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with Ministry of AYUSH.

Technical Bid Format

S.No.	Particulars	To be filled by the Tenderer		
1.	Name of the Bidder (Agency)			
2.	Whether brief profile of the agency is enclosed (max 2-3-pages)			
3.	Address of the Bidder (Agency)	Tel.	Fax.	Email ID
4.	Year of establishment			
5.	Type of Company (Proprietorship / Public Sector Unit/Private Limited / Public Limited/MSEs/Start-up)			
6.	Number of regular employees in the agency as on 31st July, 2020 along with profiles attested by agency's authorised signatory.			
7.	Registration Details: PAN No. <b>(Copy to be enclosed)</b>			
8.	The agency must have expertise in brand management work <b>(copies of contract/orders in support of Minimum 2 years and more should be attached)</b>			
10.	Details of EMD (i) Amount (ii) Draft No (iii) Date (iv) Issuing Bank			
11.	Whether terms and conditions mentioned in the Tender document are acceptable (say 'Yes' or 'No') & if yes, please enclose the self-declaration of acceptance on letter head.			
12.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India			
13.	Name, Designation and address of the officer to whom all references shall be made regarding this Tender. (authorised Signatory as per POA)	Tel:		Mobile:
		Fax:		Email:
14.	Sample of two best Brand Books (or equivalent branding hand book) created by the agency within the last three years.			

**Apart from the above, all the requisite papers mentioned in the tender document are also enclosed.**

**Authorized Signature [In full and initials]**

**Name& address and Title of Signatory**

**Date:**

**(Seal)**

**FINANCIAL BID FORMAT**

**To**  
**The Chairman,**  
**Purchase Committee for Brand Book Tender**  
**Ministry of AYUSH**  
**AYUSH BHAWAN, B Block, GPO Complex,**  
**Near INA, New Delhi-110023**

**Sir,**

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Tender document dated (insert Date). Our **Financial Bid** against the **Scope for work in Section – II as well as details defined in the tender document** is as mentioned below. Break-up of the cost, taxes & other charges are asunder:-

<b>Work</b>	<b>Price ( excluding taxes &amp; other charges)(Rs.)</b>	<b>Applicable Taxes &amp; charges (Rs.)</b>	<b>Total (A+B) (Rs.)</b>
	<b>A</b>	<b>B</b>	<b>C</b>

**Our bid shall be binding upon us up to period of validity as indicated in sub clause 2.4 of Section-1 General. We understand you are not bound to accept any bid you receive.**

**Date:**

**Yours Sincerely,**

**Authorized Signatory (In full and Initials)**

**Name and Title of the Signatory**

**Name & Address of firm**

**Seal:**

**Technical Evaluation Criteria**

The point system for evaluation of technical bid will be as under:-

<b>Sr.No</b>	<b>Criteria</b>	<b>Points</b>
<b>1</b>	<b>Expertise in Advertising &amp; Brand management</b>	<b>15</b>
	Evaluation of two brand book submitted.	15
<b>2</b>	<b>Total no. of clients(other than Govt) for brand building in last 5 years</b>	<b>25</b>
	No of clients 3 to 5	5
	No, of clients 6-10	15
	No. of clients more than 10	25
<b>3</b>	<b>Total number of Govt.( Central/State), PSUs, and Autonomous Bodies clients served in last 5 years</b>	<b>5</b>
	1 to 3	3
	More than 3	5
<b>4</b>	<b>No. of regular employees in last 3 years</b>	<b>10</b>
	3-6	3
	7-10	7
	More than 10	10
<b>5</b>	<b>Experience of personnel in creative &amp; strategic of branding</b>	<b>10</b>
	A -Branding Strategy:-	
	i. At least one professional with 2-3 years experience	2
	ii. At least one professional with 3-5 years experience	3
	iii. At least one professional with more than 5 years experience.	5
	B- Creative directions:-	
	i. At least one professional with 2-3 years experience	2
	ii. At least one professional with 3-5 years experience	3
	iii. At least one professional with more than 5 years experience.	5
<b>6</b>	<b>Presentation on-</b>	<b>35</b>
	<b>Understanding scope of work</b>	5
	<b>Experience in branding with success stories</b>	15
	<b>Concept and planning of AYUSH Brand Book</b>	15
	Total	<b>100</b>

**Compliance Sheet for Technical Proposal**

The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be apart of the Technical proposal.

SI No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Covering Letter for Technical Proposal	<b>ANNEXURE 1</b>		
2.	Original Power of Attorney in the Name of the Authorized signatory as Per <b>Annexure 5</b>		Yes/ No	
3.	Documents required for All other criteria mentioned in clause 3 of section I “ELIGIBILITY CONDITIONS”		Yes/ No	
3.1	<Requirement or document description>>		Yes/ No	
3.2	.....		Yes/ No	
3.n	.....		Yes/ No	
4.	Documents required for All other criteria mentioned in section “Technical Evaluation Criteria” <b>ANNEXURE 3</b>		Yes/ No	
4.1	<Requirement or document description>>		Yes/ No	
4.2	.....		Yes/ No	
4.n	.....		Yes/ No	

**Note: Please add rows where ever required. Do not change the format**

**Power of Attorney format regarding authorised signatory**

Tender/RFP ref. No.

DATED:

**(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the entity who is issuing the power of Attorney)**

Know all men by these presents, we ... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (Name), son/daughter/wife of ..... and presently residing at....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 bid for the "ENGAGEMENT OF AGENCY FOR DEVELOPMENT OF THE BRAND BOOK FOR THE MINISTRY OF AYUSH" Project proposed or being developed for Ministry of AYUSH (the "Authority") including but not limited to signing and submission of all applications, bids, consortium MOU (if applicable), power of attorney for other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarized

(Signature, name, designation and address of the Attorney)

**Note: Copy of Board Resolution to be attached stating the powers of the executants to authorize the concerned person to whom this power of attorney is being issued.**

**Undertaking for Total Responsibility**  
*(To be provided on the Bidder's letterhead)*

Date:

To:

**NAME AND DESIG of concerned officer,  
Ministry of AYUSH,  
B Block AYUSH Bhawan,  
GPO Complex,  
INA, New Delhi -110023**

Subject: Undertaking for Total Responsibility

Ref: Your RFP Ref: [\*] dated [\*]

Dear Sir/Madam,

We hereby undertake that we have read all contents provided in the RFP and its subsequent corrigenda, etc. and undertake the total responsibility for the trouble free operations & defect free completion of the work as per the requirements specified in the RFP and its subsequent corrigenda.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

**Undertaking (self-declaration on letter head) duly signed by Authorised signatory for correct information supplied in submitted bid**

*(To be provided on the Bidder's letterhead)*

Date:

To:

**NAME AND DESIG of concerned officer,  
Ministry of AYUSH,  
B Block AYUSHBhawan,  
GPO Complex,  
INA, New Delhi -110023**

Subject: Undertaking for for correct information supplied in submitted bid

Ref: Your RFP Ref: [\*] dated [\*]

Dear Sir/Madam,

/We hereby undertake that we have read all contents provided in the RFP and its subsequent corrigenda, etc. and undertake that all the information and relevant document submitted as a part of Submitted proposal are true & correct to the best of my knowledge.

In case if any information or document or declaration is found to be incorrect of false during the bid management or even after award of work or during the contract period, the proposal/bid or letter of award shall stand null and void and we do agree that such incident may lead to forfeiture of EMD/PBG followed by termination of contract as per sole discretion of Ministry of AYUSH.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:



**Notary attested Affidavit for Non-Blacklisting or Non Debarment**

**(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the entity who is signing the Affidavit)**

**AFFIDAVIT**

I, \_\_\_\_\_ age \_\_\_\_\_, S/o \_\_\_\_\_, resident of \_\_\_\_\_  
employed as \_\_\_\_\_ with M/s \_\_\_\_\_ having office at \_\_\_\_\_  
do solemnly affirm and declare as under:

1. **I/We am/are authorised signatory for signing and submitting proposal/bid on behalf of M/s. <company name. Original Power of attorney is also submitted as per requirement of RFP Ref. no \_\_\_\_\_ Dt. \_\_\_\_\_.**
2. I/ We hereby declare that our Company \_\_\_\_\_ is having unblemished past record and is/was not declared blacklisted by any entity of Government of India / Government of Punjab / other State Government / Government Agencies for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason during last 5 calendar years, as on date of submission of Bid.

We hereby also declare that we are not ineligible under any of the following clauses/conditions:

- i. Service Providers who have been blacklisted or otherwise debarred by Ministry of AYUSH or any department of Central or State Government or any other Central / State Public Sector Undertaking shall be ineligible during the period of such blacklisting/debarment.
- ii. Any Service Providers whose contract with the Ministry of AYUSH, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period on account of breach of contract at any point of time during last five years, will be ineligible.
- iii. Bidder whose EMD /or Security Deposit have been forfeited by the MoA or Central/State Govt. or any Central/State PSU/Statutory Corporation, during the last five years, for breach of any terms and conditions will be ineligible.
- iv. If the proprietor /any of the partners of the firm/ executive member of cooperative /any of the Director of the Service Provider company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Service Provider will be ineligible.
- v. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, executive member of cooperative or as director of a company etc.) will render the Service Provider disqualified.
- vi. Bidder is not blacklisted by GST authorities

**DEPONENT****VERIFICATION:**

Verified at \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_ 2018. That the contents in the above affidavit are true and correct to the best of knowledge and belief. No part of this affidavit is wrong and nothing material has been concealed therefrom.

**DEPONENT**

Attested by Notary Public

**Certificate for Turnover and Net Worth from CA**

Certified that M/s \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ has been having an annual turnover as indicated below:-

<b>Financial Year</b>	<b>Total Turnover (INR Crore)</b>	<b>IEC Related Turnover (INR Crore)</b>	<b>Net Worth (INR Crore)</b>
FY2019-20			
FY2018-19			
FY2017-18			

This certificate is issued based on documentary evidences and Audited Accounts produced to me and copies of which are available with me that I shall be able to produce if directed or demanded by the Ministry of AYUSH. The certificate is true and correct to the best of my knowledge and belief.

Signature	
Name of the Person	
Designation	Chartered Accountant
Name of the Firm	
Registration No./ Membership No.	
Address	
Email address	
Contact No.	

Date:

Place:

**Pre-BID Query Format**

<b>S. No.</b>	<b>RFP Document Reference(s) (Section &amp; Page Number(s))</b>	<b>Content of RFP requiring clarification (s)</b>	<b>Points of Clarification</b>

# End of Document